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AD/DR/MT/15/

2 August 2012

To:

SANKALP SIDDHI DEVELOPERS PVT. LTD.,
Y N Sphale, Level 3,
100 Loring Road,
Opp. Shoppers Stop,
Bandra (W), Mumbai 400 050.

Attn: Mr. Shrinivashwar Patil

Dear Sir,

Re: Drum Rehabilitation Scheme on the property situate at village Orhewara, Taluka Andheri, Mumbai Suburban District within the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

Please find enclosed herewith our Title Certificate dated 1 August, 2012 in the captioned matter.

Kindly acknowledge the receipt thereof.

Yours truly,

For M/s Hariani & Co.



Name

Encl: As above

- d. We are not verifying the boundaries of the said Property nor are we qualified to express our opinion on physical constitution of the said Property. We also do not express our opinion on matters related to actual physical use of the said Property.
 - e. We express no view about the environmental/ecological/other developability of said Property.
 - f. We have not verified issues relating to acquisition and / or reservation of the said Property or any portion thereof by Governmental Authorities.
 - g. We have not verified the market value of the properties involved nor whether appropriate stamp duty has been paid on the various documents referred to herein nor do we express any opinion thereon.
 - h. We are not authorized or qualified to express an opinion relating to plan permissions, approval or development potential of the said Property.
 - i. A certificate, determination, notification, opinion or the like will not be binding on an Indian Court or any authority or judicial or regulatory body which would have to be independently satisfied, despite any provision in the documents to the contrary.
 - j. Even though this document is titled "Title Certificate" it is in fact an opinion based on the documents perused by us. The Title Certificate has been so given at the request of the client to whom it is addressed.
 - k. This Title Certificate is limited to the matters pertaining to Indian Law (as on the date of this Title Certificate) alone and we express no opinion on laws of any other jurisdiction.
- l. This opinion is addressed to **SANKALP SIDDH DEVELOPERS PVT. LTD.** alone. This opinion may not be disclosed, furnished, quoted or relied on by any person or entity other than **SANKALP SIDDH DEVELOPERS PVT. LTD.** for any purpose without our prior written consent. It may however be disclosed or furnished by **SANKALP SIDDH DEVELOPERS PVT. LTD.** as may be required in connection with any transaction or legal process or in relation to an inquiry or demand by any Indian governmental or regulatory authority.

Dated this 26 day of August 2012.

For M/s. Harnani & Co


Partner

and Sanyog is entitled to develop the said Property in accordance with and on compliance of the terms and conditions mentioned in the various documents as also in the Letter of Intent dated 15 April, 2010.

7. General

- a. This Title Certificate is issued solely on the basis of the documents provided by you and Sanyog as mentioned hereinafter and we have no obligation to update this Title Certificate with any information or copies of documents received by us beyond this date.
- b. Unless specifically stated otherwise, we have not inspected or perused the original documents in respect of the said Property.
- c. We are not qualified to and have not independently verified the area of the said Property. We have referred to and relayed the admeasurements in Hectares/Acre and sq. meters, as we have found them in various documents.
- d. We have not visited the said Property.
- e. Save and except as otherwise stated in paragraph 5 above, we have not issued any public notice to evict anyone from the plot(s) at large in respect of the of Sanyog to the said Property.
- f. For the purpose of this Title Certificate, we have assumed:
 - i. The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies
 - ii. That there have been no amendments or changes to the documents submitted by us.
 - iii. The accuracy and completeness of all the factual representations made in the documents
 - iv. That all prior documents have been adequately stamped and duly registered.
 - v. Any statements in the documents, authorization or any certificates or confirmations relied upon by us for issuance of this Title Certificate is correct and otherwise genuine.
 - vi. Each document binds the parties intended to be bound thereby.
 - vii. Photocopies provided to us are accurate photocopies of originals.
- g. For the purposes of this Title Certificate, we have relied upon information relating to:
 - i. All of the information (including the documents) supplied to us was, when given, and remains, true, complete, and accurate and not misleading.
 - ii. Boundaries on the basis of the documents provided to us by the clients.
- h. For the purposes of this Title Certificate, we have relied upon:
 - i. Photocopies of documents where original documents of the were not available.
 - ii. Photocopies of M2 Extracts in respect of the said Property.
- i. For the purpose of this Title Certificate, we have relied upon information relating to mortgage, on the basis of mortgage records and information provided to us by you.

- (iv) First Appeal No.1737 of 2011 filed by Vasant Laxman Chavan against (i) Mr. Jafar Qureshi, the partner of J.K. Construction, (ii) Mr. Yigesh Jadhav, partner of Sahyog and (iii) BPA.

All the aforesaid First Appeals are pending.

- (b) Vinodkesh Tailor and others have filed a Writ Petition No.241 of 2010 against BPA and others (including Sahyog) before the Hon'ble High Court at Bombay in respect of Plot No.15. It further appears that the said Writ Petition was kept for Pre-admission on 14th July 2011. By an order dated 20 July 2011 passed by the Hon'ble Mr. Justice Anoop V. Munde, the said Writ Petition No.241 of 2010 was disposed off.
- (c) Mr. Bhagwan Prasad Harincharan Mehra has filed S.C. Suit No.2552 of 2010 before the Bombay City Civil Court at Bombay, District District District at Goregaon, against M/s. J.K. Construction, others for restraining M/s. J.K. Construction from carrying on any construction activities on Plot No.15. The said Suit is pending.
- (d) Farooq (with Karim Dabwani, Shabbir and others have filed a Suit No.2128 of 2010 against Nigal Anand, Dabha and others before the Hon'ble High Court of Bombay, challenging the validity of Deed of Conveyance dated 11 March 2008 registered with the Sub-Registrar of Assurances at Bandra under serial no.2538 of 2008. It further appears that the suit was kept for Pre-admission on 28th June 2011. The said Suit is pending.
- (e) Mr. Shankar Sora Kadam has filed I.C. Suit No.1213 of 2011 against Sahyog and others before the Bombay City Civil Court at Bombay, inter-alia, for restraining Sahyog from conducting on Plot No. 1 and Plot No. 2.
- (f) We have not independently verified the pendency of the above or any other litigation.

3. To investigate the title of Sahyog in respect of the said Property, we had issued on 8 July 2011, a public notice in "Free Press Journal" and "Newstext", Mumbai Edition, calling for claims / objection in respect of the said Property. We have received claims / objections from (i) Perinval Holdings & Investments Private Limited vide its letter dated 27 July 2011 and (ii) Mr. Shaikh Ashraf Kader (through his Advocate Mr. N.Y. Sheikh & Associates) vide letter dated 18 July 2011.
4. We had caused to conduct search through Mr. Gharan Sangurtekar, Search Clerk, in respect of the said Property and accordingly, Mr. Gharan Sangurtekar has submitted his Search Report dated 17 August 2011 in respect of the said Property.
5. Sahyog is required to sort out all the issues mentioned above to make the said Property free, clear and marketable.
6. Subject to what is stated hereinafter, we are of the opinion that:
 - (a) MHADA is owner of Plot No. 1, Plot No. 2 and Plot No. 10.
 - (b) Sahyog is owner of Plot No. 3, Plot No. 4, Plot No. 5, Plot No. 6, Plot No. 7, Plot No. 8 and Plot No. 18.
 - (c) Government of Maharashtra is owner of Plot No. 9.
 - (d) (i) Mr. Claude R. W. Miranda, (ii) Mrs. Lynette Lucas Miranda, (iii) Mr. Louis Lucas Miranda, (iv) Mr. Leobard Lucas Miranda, (v) Mrs. Carlose Lucas Miranda and (vi) Ms. Jose Rita Procencia Miranda are owners of Plot No. 11, Plot No. 12, Plot No. 13 and Plot No. 14.
 - (e) Plot No. 15 is partly owned by J.K. Construction and partly owned by Sahyog, i.e. J.K. Construction is owner of and bearing C.T.S. No. 348 and 349 and Sahyog is owner of land bearing C.T.S. No. 349.

- (ii) Sathyog is required to obtain a no due certificate from UPL by repaying the outstanding amount to UPL.

XII. Permits and Approvals:

- (i) Vide a Letter of Intent bearing No. SPAZEMD/12/154000W-S/0104/ML/01 dated 19 April 2010 (L.O.), sanctioned proposed SRA Scheme in respect of the said Property. As per the LOI, amongst other permissions, Sathyog is required to obtain:
- Permission from MMUDA,
 - Consent of land owners i.e. MMUDA etc.,
 - Permission from Chief Fire Officer,
 - Permission from Ministry of Environment and Forest,
 - Permission from High Rise Committee,
 - Permission from Civil Aviation Authority.
- (ii) MMUDA vide its letter bearing no TCP/R-JYC/DOW/DCH/MSR/100012 dated 2 January 2012 directed Sathyog to approach SRA for relocation of Pedestrian Plaza and Parking reservations as per the revised proposed plans submitted by Sathyog. We have not perused the revised proposed layout plans, hence we are not aware and unable to comment on any adverse impact due to such relocation on the scheme.
- (iii) Sathyog is required to construct several rehabilitation buildings for the purpose of accommodating slum dwellers/occupants on the said Property so as to enable them to construct sale buildings. Sathyog has also informed us that there are public reservations on the said Property.

XIII. Litigations:

- (i) Based on information furnished by Sathyog, it appears that following litigations are pending in relation to the said Property:
- First Appeal No. 1184 of 2011 filed by Ganesha Kamola against (i) Mr. Jafar Qureshi, the partner of J.K. Construction, (ii) Mr. Yogesh Jadhav, partner of Sathyog and (iii) SRA,
 - First Appeal No. 1085 of 2011 filed by Ramesh Vishwakarma against (i) Mr. Jafar Qureshi, the partner of J.K. Construction, (ii) Mr. Yogesh Jadhav, partner of Sathyog and (iii) SRA,
 - First Appeal No. 1087 of 2011 filed by Mr. Rajendra Annu Pandey against (i) Mr. Jafar Qureshi, the partner of J.K. Construction, (ii) Mr. Yogesh Jadhav, partner of Sathyog and (iii) SRA,
 - First Appeal No. 1700 of 2011 filed by Ramesh Vishwakarma against (i) Mr. Jafar Qureshi, the partner of J.K. Construction, (ii) Mr. Yogesh Jadhav, partner of Sathyog and (iii) SRA,
 - First Appeal No. 1704 of 2011 filed by Ramesh Vishwakarma against (i) Mr. Jafar Qureshi, the partner of J.K. Construction, (ii) Mr. Yogesh Jadhav, partner of Sathyog and (iii) SRA.

		issued of Plot No.1 and Plot No.2.
6	Al-Falahi (SRA) CHS Limited	Annexure-II dated 31 January 2007 issued by SRA in respect of Plot No.8(a) i.e. land bearing CTS No-400 (pt. Plot No. 11)

- (ii) It appears that neither Slum Rehabilitation Authority (SRA) nor MHADA has issued Annexure-II in respect of Plot No.3 and Plot No.4. The Annexure-II dated 3 March 2008 issued by SRA in respect Plot Nos.5, 6, 7, 8, 10 and 11 and Annexure-II dated 3 May 2008 issued by SRA in respect of Plot No.9 reflects that it is in respect of Raghunatha Sahakar (Jagdishwar) (SRA) CHS Limited and other five societies. It does not provide name of other five societies. For the purpose of this option, we have assumed based on Sahyog's statements that the other five societies are:-

- (i) Raghunatha Nandhan Jagdishwar SRA CHS Limited;
- (ii) Kekar Nagar (Jagdishwar) SRA CHS Limited;
- (iii) Ganesh Nagar (Jagdishwar) SRA CHS Limited;
- (iv) Sadhwanra (Jagdishwar) SRA CHS Limited and
- (v) Aman (Jagdishwar) SRA CHS Limited.

XI. Mortgages:

- (i) By a Deed of Mortgage for Term Loan dated 28 September 2008 made and entered into between Sahyog and Anu, therein referred to as the Mortgagors of the One Part and State Bank of India, therein referred to as the Mortgagee of the Other Part and registered with the Sub-Registrar of Assurances under Gr. No. BDR-48967 of 2008 on 28 September 2008. Sahyog created a mortgage of the said Property in favour of State Bank of India for securing loan of Rs.25.00.00.000/- (Rupees Twenty Five Crores Only).
- (ii) By a Deed of Reconveyance dated 28 January 2011 made and entered into between State Bank of India, therein referred to as the Mortgagee, Sahyog, therein referred to as the Mortgagor No.1 and Mr. Sureshchandra Sahasrao Jadhav, therein referred to as the Mortgagor No.2 and registered with the Sub-Registrar of Assurances under serial no-845 of 2011. State Bank of India reconveyed the said Property.
- (iii) By a Debenture Subscription Agreement dated 19 January 2011 made and entered into between Sahyog of the First Part, India Infotek Management Services Ltd. (IMFL) of the Second Part and IDBI Trusteeship Services Ltd. of the Third Part. IMFL has sanctioned a loan facility of Rs.80.00.00.000/- (Rupees Eighty Crores Only) to Sahyog. For the whole loan facility of Rs.80.00.00.000/- (Rupees Eighty Crores Only) Sahyog created mortgage against the said Property in favour of IDBI Trusteeship Services Limited.
- (iv) Subsequently, Sahyog in furtherance to the said Debenture Subscription Agreement dated 19 January 2011, has also executed Debenture Trust Deed dated 28 January 2011, registered with the Sub-Registrar of Assurances under serial no 852 of 2011, with IDBI Trusteeship Services Limited to secure the loan facility of Rs.80.00.00.000/- (Rupees Eighty Crores Only).

		Venture of M/s. Sahyog and J.K. Constructions. 4. Power of Attorney dated 12 May 2006 in favour of in favour of Joint Venture of M/s. Sahyog and J.K. Constructions.
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60. SRA and MHADA have issued Annexure-II to the said Societies as detailed hereunder:-

Sl. No.	Society Name	Particulars
1	Rajgaruda Sahakar (Apartment) (SRA) CHS Limited and other five society	(a) Annexure-II dated 3 January 2006 issued by MHADA in respect of Plot No.1 and Plot No.2. (b) Annexure-II dated 3 March 2006 issued by SRA in respect Plot Nos 3, 4, 7, 9, 10 and 11. (c) Annexure-I dated 5 May 2006 issued by SRA in respect of Plot No.5. (d) Revised Annexure-II dated 11 June 2007 issued by SRA in respect Plot Nos. 3, 4, 7, 9, 10 and 11.
2	Vihar (SRA) CHS Limited	Annexure-I dated 27 January 2007 issued by SRA in respect of Plot No.4(a) i.e. land bearing CTS No.400 (2), Plot No.11.
3	Sarvodaya (Apartment) (SRA) CHS Limited	Annexure-II dated 9 March 2006 issued by SRA in respect of Plot No.15.
4	Mahaveed (SRA) CHS Limited	Annexure-I dated 8 August 2009 issued by SRA in respect of Plot Nos.8, 12, 13, 14 and 15.
5	Gurhar Nagar CHS Limited	(a) Annexure-I dated 28 October 2008 issued by MHADA in respect of Plot No.1 and Plot No.2. (b) Revised Annexure-I dated 9 July 2010 issued by MHADA in

		Sahyog in favour of Sahyog. 4. Power of Attorney submitted on 21 July, 2007 in favour of Sahyog.
8	Al Fakh (SRA) CHE Limited. (On Plot No. 5 (p6) i.e. city survey no. 405(p6) and Plot No. 11)	1. Resolution passed in General Body meeting of the Society held on 23 June, 2008, wherein Sahyog was appointed as the Developer. 2. Combined Consent and Agreement submitted on 20 July 2008 in favour of Sahyog. 3. Development Agreement dated 20 July, 2007 with Sahyog in favour of Sahyog. 4. Power of Attorney dated 20 July, 2007 in favour of Sahyog.
9	Vivek (SRA) CHE Limited. (On Plot No. 1, 2, 3 (p1), 6, 7, 8, 10, 11, 12, 14)	1. Resolution passed in General Body meeting of the Society held on 22 March, 2006 wherein Sahyog was appointed as the Developer. 2. Combined Consent and Agreement submitted on 18 July 2006 in favour of Sahyog. 3. Development Agreement dated 27 March, 2006 with Sahyog in favour of Sahyog. 4. Power of Attorney dated 27 March, 2006 in favour of Sahyog.
10	Nigamod (SRA) CHE Limited. (On Plot No. 8 (p1), 12, 13, 14 (p1) and 16 (p1))	1. Undeveloped Combined Consent and Agreement in favour of Sahyog. 2. Development Agreement dated 27 March, 2006 with Sahyog. 3. Power of Attorney dated 27 March, 2006 in favour of Sahyog.
11	Saravati Ujageshwari (SRA) CHE Limited. On Plot No. 10.	1. Saravati Thana (Combined Consent Letter) dated 18 October 2005 in favour of J.K. Constructions. 2. Resolution passed in Special General Body meeting of the Society held on 30 December, 2002 wherein Joint Venture of Sahyog and J.K. Constructions was appointed as the Developer. 3. Development Agreement dated 12 May 2008 in favour of Joint

	7, 8, 10 and 11)	Agreement entered on 25 October 2005 in favour of Sahyog. 3. Development Agreement entered on 21 July 2007 with Sahyog. 4. Power of Attorney entered on 21 July 2007 in favour of Sahyog.
6.	Arman (Jagdishwar) SPA, CHS Limited. (On Plot No. No. 1, 2, 5, 6, 7, 8, 10 and 11)	1. Resolution passed in General Body meeting of the Society held on 4 August, 2005 wherein Sahyog was appointed as the Developer. 2. Combined Consent and Agreement entered on 25 October 2005 in favour of Sahyog. 3. Development Agreement entered on 21 July 2007 with Sahyog. 4. Power of Attorney entered on 21 July 2007 in favour of Sahyog.
8.	Guruti Nagar (Jagdishwar) SPA, CHS Limited. (On Plot No. No. 1, 2, 5, 6, 7, 8, 10 and 11)	1. Resolution passed in General Body meeting of the Society held on 2 August, 2005 wherein Sahyog was appointed as the Developer. 2. Undated Combined Consent and Agreement in favour of Sahyog. 3. Development Agreement entered on 21 July 2007 with Sahyog. 4. Power of Attorney entered on 21 July 2007 in favour of Sahyog.
7.	Kalbar Nagar (Jagdishwar) SPA, CHS Limited. (On Plot No. No. 1, 2, 5, 6, 7, 8, 10 and 11)	1. Resolution passed in General Body meeting of the Society held on 12 August, 2005 wherein Sahyog was appointed as the Developer. 2. Combined Consent and Agreement entered on 25 October 2005 in favour of Sahyog. 3. Development Agreement entered on 21 July 2007 with

		1. Irrevocable Power of Attorney dated 5 January, 2008 in favour of Skyline; 2. Resolution passed in General Body meeting of the Society held on 20 December, 2007 wherein joint venture of Skyline Builders and Sahyog was appointed as the Developer; 3. Agreement notorised on 1 November, 2010 between the authorized signatory of the Society, Sahyog and Skyline;
2.	Sarawati Jagdishwar (SRA) CHS Limited. (On Plot No. No. 1, 2, 5, 8, 7, 9, 10 and 11)	1. Resolution passed in General Body meeting of the Society held on 10 August, 2005 wherein Mr. Sahyog was appointed as the Developer; 2. Combined Consent and Agreement notorised on 26 October, 2005 in favour of Sahyog; 3. Development Agreement notorised on 21 July, 2007 with Sahyog; 4. Power of Attorney notorised on 21 July, 2007 in favour of Sahyog;
3.	Ratnendra Narayan Jagdishwar (SRJA) CHS Limited. (On Plot Nos. 1, 2, 5, 6, 7, 9, 10 and 11)	1. Resolution passed in General Body meeting of the Society held on 6 August, 2007 wherein Sahyog was appointed as the Developer; 2. Combined Consent and Agreement notorised on 26 October, 2005 in favour of Sahyog; 3. Development Agreement notorised on 5 September, 2007 with Sahyog; 4. Power of Attorney notorised on 5 September, 2007 in favour of Sahyog;
4.	Ratnendra Sahakar Jagdishwar (SRJA) CHS Limited. (On Plot No. No. 1, 2, 5, 8,	1. Resolution passed in General Body meeting of the Society held on 8 August, 2005 wherein Sahyog was appointed as the Developer; 2. Combined Consent and

- (c) Bafang was converted from a partnership into a company under Chapter IX of the Companies Act, 1956 and Certificate of Incorporation dated 23 December 2009 was issued to Bafang by the Registrar of Companies.

I Details of Slum Dwellers Society on the said Property

- (a) We have been informed by Bafang that the said Property is encroached by slum dwellers / tenants / occupants ('Slum Dwellers'), who have constituted various structures, huts etc on the said Property and have come together and formed and registered 11 societies as under:
- Rohivada Sahakar (Jogeshwar) SRA) CHS Limited registered under no. MUMSRAHSG/TC/1421/2007 on 12 December 2007;
 - Rohivada Navpur (Jogeshwar) SRA) CHS Limited registered under no. MUMSRAHSG/TC/1142/2007 on 12 December 2007;
 - Kellar Nagar (Jogeshwar) SRA) CHS Limited registered under no. MUMSRAHSG/TC/11426/2007 on 13 December 2007;
 - Gandhi Nagar (Jogeshwar) SRA) CHS Limited registered under no. MUMSRAHSG/TC/1424/2007 on 13 December 2007;
 - Sadhavani (Jogeshwar) SRA) CHS Limited registered under no. MUMSRAHSG/TC/11422/2007 on 12 December 2007;
 - Anan (Jogeshwar) SRA) CHS Limited registered under no. MUMSRAHSG/TC/11423/2007 on 12 December 2007;
 - Al-Falah (SRA) CHS Limited registered under no. MUMSRAHSG/TC/11891/2008 on 20 March 2008;
 - Vihar (SRA) CHS Limited registered under no. MUMSRAHSG/TC/11580/2008 on 20 March 2008;
 - Sanshodh (Jogeshwar) SRA) CHS Limited registered under no. MUMSRAHSG/TC/11616/2008 on 17 July 2008;
 - Mahadev (SRA) CHS Limited registered under no. MUMSRAHSG/TC/11780/2010 on 3 May 2010;
 - Gushan Nagar CHS Limited registered under no. MUMSRAHSG/TC/11796/2010 on 12 May 2010.
- (hereinafter collectively referred to as 'the said Societies')
- (b) The said Societies in their respective General Body Meetings have passed resolutions for the purpose of the redevelopment of the said Property under SRA Scheme as prescribed under SRA Act.
- (c) The details of resolutions, development agreements, consent letter (sanction plan) and other documents submitted by the said Societies are as follows:

Sr. No.	Name of Society	Particular
1.	Gushan (SRA) Nagar CHS Limited.	1. Promissory Note and Consent dated 5 August, 2005 in favour of Skyline.
	(On Plot No. 1 and 2)	2. Development Agreement dated 5 January 2006, with Skyline.

application dated 21 June, 1961 made by Mr. Victor Gonçalves, taster of Mrs. Wylene Edna Tharja Gonçalves and Mr. Victor Gonçalves were recorded as joint owners of land bearing Survey No. 192 and 193.

- (iii) It appears from Mutation Entry No. 289 dated 22 November 1967 and Mutation Entry No. 434 dated 27 July 1969 that Mr. Victor Gonçalves died on 1 January 1967 leaving behind (i) Mrs. Wylene Edna Tharja Gonçalves, (ii) Mari Gonçalves, (iii) Lancelot Gonçalves, (iv) Mignonne Gonçalves, (v) Stedust Gonçalves and (vi) Nise Gonçalves as his legal heirs. Pursuant to an application dated 18 June, 1969 made by Nise Gonçalves, name of (i) Mrs. Wylene Edna Tharja Gonçalves, (ii) Mari Gonçalves, (iii) Lancelot Gonçalves, (iv) Mignonne Gonçalves and (v) Stedust Gonçalves were recorded as owner of 1/5 share and Nise Gonçalves as owners of 3/5 share in land bearing Survey No. 192 and 193.
- (iv) It appears from Mutation Entry No. 544 dated 13 June 1973 that Mrs. Wylene Edna Tharja Gonçalves made an application to record the names of the followings persons as owners of land bearing Survey Nos.192 and 193 and each persons having shares in the land in the following proportions:
- | | | |
|-------|-----------------------------------|------------|
| (i) | Mrs. Wylene Edna Tharja Gonçalves | 1/5 share |
| (ii) | Mari Gonçalves | 2/15 share |
| (iii) | Lancelot Gonçalves | 2/15 share |
| (iv) | Mignonne Gonçalves | 2/15 share |
| (v) | Stedust Gonçalves | 2/15 share |
| (vi) | Nise Gonçalves | 2/15 share |
- (v) We have been informed by Sahyog that land bearing Survey No. 192 was allotted/designated C.T.S. No.381 admeasuring 697.7 sq. mtrs. The KUF does not show that Survey No. 193 was allotted C.T.S. No. 381. For the purpose of the opinion, we have assumed that the information given by Sahyog is true and correct.
- (vi) It appears that vide Notification dated 14 October 1977 published in Maharashtra Government Gazette on 27 October 1977, Plot No.16 was declared as "Blot" under Section 4 of the Maharashtra Blot Areas (Improvement, Clearance and Redevelopment) Act 1971.
- (vii) By a letter dated 27 September 1988 the Special Asst., Housing, Maharashtra clarified that land bearing Survey Nos.192 and 193 is not to be acquired for Maharashtra Housing Scheme.
- (viii) By a Deed of Conveyance dated 18 February 2016 made and entered into between (i) Mrs. Wylene Gonçalves, (ii) Mrs. Marie Nowres (nee Marie Gonçalves), (iii) Mr. Lancelot Gonçalves, (iv) Mrs. Mignonne Trinidad (nee Mignonne Gonçalves), (v) Nise Stedust Gonçalves and (vi) Mr. Nise Gonçalves, herein referred to as the Vendors of the One Part and Sahyog, herein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances at Baramba under serial no.RDPH-171980 of 2016, the Vendors herein sold, transferred and conveyed Plot No.16 with Sahyog on the terms and conditions mentioned therein.
- (ix) It appears from the Property Register Card dated 30 April 2016 pertaining to Plot No.16 that (i) area of land is 807.7 sq. mtrs., (ii) land is shown as agriculture and (iii) name of owner is not reflected.
- (x) The Plot No. 16 is required to be converted to non-agricultural use.

B. Joint Venture Agreement between J.K. Construction and Sahyog

- (i) By a Joint Venture Agreement dated 7 June, 2007 made and entered into between J. K. Constructions, herein referred to as J.K. of the One Part and Sahyog, herein referred to as Sahyog of the Other Part and registered with the Sub Registrar of Assurances under serial no. 4345 of 2007, the parties thereto agreed to jointly develop Plot No. 15 on the terms and conditions mentioned therein.
- (ii) Under the said Joint Venture Agreement it was agreed that Sahyog shall redevelop Plot No.15 along with other parcels of lands. It was further agreed that Sahyog shall also take premises (whether residential, commercial, parking space or otherwise) amounting 10,000 sq. ft. (already area equivalent to 12,500 sq. ft. carpet area) to J.K. Constructions or its nominee (J.K.Area") under SRA Scheme.
- (iii) It appears that by a letter dated 8 February 2010, J. K. Constructions informed Chief Executive Officer, SRA, that they have entered into Joint Venture Agreement with Sahyog for redevelopment of Plot No. 15. By the said letter dated 8 February 2010, J. K. Constructions accorded their No Objection for amalgamation of development of Plot No. 15 with adjacent lands.

C. Facts of Plot No.16

- (a) It appears from Mutation Entry No. 55 dated 28 December 1931 that Mr. Raja D. Durgam Miran was owner of land bearing Survey Nos.192 and M. Gonsalves was owner of land bearing Survey No. 193.
- (b) We have been informed by Sahyog that Mr. Raja D. Durgam Miran and Mr. M. Gonsalves had marital family arrangement, whereby land bearing Survey No.192 was transferred to Mr. M. Gonsalves. However, we have not been provided with copy of any family agreement. It further appears from Mutation Entry No.85 dated 10 January 1938 that name of Mr. M. Gonsalves was recorded as owner in respect of land bearing Survey Nos.192 and 193. For the purpose of this report, we have assumed that the information given by Sahyog to us is true and correct.
- (c) It appears from Mutation Entry No.167 dated 12 April 1954 that vide Taluka Order bearing No.125453 dated 7 May 1954, name of Mr. Kipor Gonsalves (son of M. Gonsalves) was recorded as owner of land bearing Survey Nos.192 and 193.
- (d) It appears from Mutation Entry No.374 dated 20 August 1955 that Mr. Pankaj Manu Sagal was the protected tenant in respect land bearing Survey Nos. 192 and 193. Based on Taluka order bearing no.MT54457008 dated 1 March 1956, the City Survey Office deleted name of Mr. Pankaj Manu Sagal from the revenue records of land bearing Survey Nos. 192 and 193. We have not been furnished with copy of order dated 1 March 1956. It appears that the same was based on an order of the Hon'ble Supreme Court of India of 1955 confirming that certain provisions of the Bombay Tenancy and Agricultural Lands Act are not applicable to Greater Bombay.
- (e) Vide a Notification dated 22 April 1960 bearing No. LAG-B-1700 read with amtem No. LAG-B-1983 dated 27 June 1960 issued by the Commissioner, Bombay District, land bearing Survey Nos. 192 and 193 were proposed to be acquired for public purpose (for Maharashtra Housing Scheme).
- (f) It appears from Mutation Entry No. 201 dated 21 June 1962 that pursuant to an

G.T.E. No. 218 addressing 378.40 sq. mtrs. corresponding to Survey No. 249.

- (ii) It is surprising to note that there are two conveyances between the two vendors in favour of two different purchasers. It appears that the Deed of Conveyance dated 28 July 2008 is void for want of permission from the Charity Commissioner.

C. Common History of Plot No. 15 (i.e. land bearing Survey Nos. 206, 248 and 249)

- (a) Vide Notification dated 22 April 1988 bearing No. LAQ-B-1705 read with sanction No. LAQ-B-1803 dated 27 June 1988 issued by the Commissioner, Bombay Division, land bearing Survey Nos. 248, 206 and 249 was proposed to be acquired for public purpose (for Maharashtra Housing Scheme).
- (b) By a letter dated 27 September 1988 addressed by the Special Asst., Housing, Maharashtra to MHADA it was clarified by land bearing Survey Nos. 248, 206 and 249 are not part of acquisition proceedings.
- (c) It appears that vide Notification dated 8 December 2005 issued by the Additional Collector, (Enrolment / Removal), published in Maharashtra Government Gazette on 15 December 2005, Plot No. 15 was declared as "Slum" under Section 4 of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act 1971.
- (d) We have been informed that Plot No. 15 is encroached upon by various slum dwellers. The slum dwellers have formed and registered various societies as mentioned in para 2(X) below. We have been informed by Satyog that, Sarawati (Jogeshwari) (SRA) CHS Limited is located on Plot No. 15. We are unable to verify the statement of Satyog. However for this report, we have assumed that Sarawati (Jogeshwari) (SRA) CHS Limited, is located on Plot No. 15.
- (e) It appears that members of Sarawati (Jogeshwari) (SRA) CHS Limited have executed Mutual Pledge (Combined Consent Letter) dated 18 October 2006 in favour of J. K. Constructors for developing the said Plot No. 15 under SRA Scheme. It is necessary that such consent for development of Plot No. 15 be obtained from society before development by Satyog and J.K. Constructors.
- (f) By a Resolution passed in General Body Meeting held on 30 December, 2007, Sarawati (Jogeshwari) (SRA) CHS Limited, appointed Joint Venture of Satyog and J.K. Constructors as developer for developing the Plot No. 15 under SRA Scheme.
- (g) It appears that by a Development Agreement dated 12 May 2008, Sarawati (Jogeshwari) (SRA) CHS Limited granted development rights, inter-alia, in respect of Plot No. 15 in favour of Joint Venture of Satyog and J.K. Constructors on the terms and conditions mentioned therein.
- (h) Sarawati (Jogeshwari) (SRA) CHS Limited also executed a Power of Attorney dated 12 May, 2008 in favour of Joint Venture of Satyog and J.K. Constructors so as to enable them to do various acts, deeds, matters and things in respect of the Plot No. 15.
- (i) Thereafter, Satyog was converted into a company under Chapter-IX of the Companies Act, 1956 and Certificate of Incorporation dated 25 December 2008 was issued to Satyog by the Registrar of Companies.

Lucas Miranda, and (B) Ms. Jose-Rox Pilemine Miranda, represented by their constituted attorney Sarawati Laxmabaiwar Patilkar, therein referred to as the First Vendor of the First Part, Sarawati Laxmabaiwar Patilkar, therein referred to as Second Vendor of Second Part and J. K. Constructions, therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances under serial no. 7044 of 2006, Mr. Charles H. W. Miranda and others inter-ale sold, transferred and conveyed land bearing C.T.S. No. 218 admeasuring 2503.95 sq. mtrs. corresponding to Survey No. 244 to J. K. Constructions on the terms and conditions mentioned therein. Accordingly, vide Mutation Entry No.665 dated 3 April 2007, name of J.K. Constructions is recorded as owner.

(A) History of land bearing Survey No. 249

- (i) It appears from Mutation Entry No. 57 dated 28 December 1901 that land bearing Survey No. 249 was originally owned by Parsi Vegetarian Society.
- (ii) It appears that land bearing Survey No. 249 was allotted/designated C.T.S. No. 218 admeasuring 379.40 sq. mtrs. The have not been provided with KCP for land bearing Survey No. 249. We have drawn this information from Deed of Conveyance dated 23 October 2008.
- (iii) By a Deed of Conveyance dated 25 July 2006 made and entered into between Parsi Vegetarian & Temperance Society, through its Constituted Attorney Lalshmi Shankar Tals Ram Patilkar, therein referred to as the Vendor of the One Part and J.K. Constructions, through its partner Jaffer Hassan Rohmond Yusuf Qureshi, therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances under serial no.3038-157502 of 2006, Parsi Vegetarian & Temperance Society, the vendor therein, sold, transferred and conveyed land bearing Survey No.249 admeasuring 379.37 sq. mtrs. unto J.K. Constructions on the terms and conditions mentioned therein.
- (iv) It appears that by an Agreement / Memorandum of Understanding dated 9 January 2007, made and entered into between Parsi Vegetarian Society, therein referred to as the Vendor of the One Part and Sahyog, therein referred to as Purchaser of the Other Part, Parsi Vegetarian Society agreed to sell and transfer land bearing Survey No. 249 to Sahyog on the terms and conditions mentioned therein. We have not been provided with copy of this Agreement / Memorandum of Understanding dated 9 January 2007.
- (v) It appears that by an order dated 28 August, 2006 passed by Joint Charity Commissioner in Application No. J-428/2006, Joint Charity Commissioner granted its permission under section 38(7) (a) of Bombay Public Trust Act 1950 to sell and transfer land bearing Survey No. 249 to Sahyog on the terms and conditions mentioned therein.
- (vi) By a Deed of Conveyance dated 23 October 2008 made and entered into between Parsi Vegetarian Society, therein referred to as the Vendor of the One Part, Sahyog, therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances under serial no. 6895 of 2008, Parsi Vegetarian Society, sold, transferred and conveyed land bearing Survey No. 249 to Sahyog on the terms and conditions mentioned therein.
- (vii) Simultaneously with the aforesaid Deed of Conveyance dated 23 October 2008, Parsi Vegetarian & Temperance Society has executed a Power of Attorney dated 23-October-2008 registered with the Sub-Registrar of Assurances under serial no.3038-476186 of 2008 in favour of Mr. Yogesh B. Jadhav, the then partner of Sahyog to do all judicial and non-judicial matters in respect of land bearing

- (a) It further appears from Mutation Entry No. 631 dated 5 June, 2003 that Mr. Lucas F. H. Miranda died on 11 December 1998 leaving behind the following as his legal heirs:

- (i) Mrs. Lynette Lucas Miranda;
- (ii) Mr. Lowell Lucas Miranda;
- (iii) Mr. Leaburn Lucas Miranda and
- (iv) Mrs. Larissa Lucas Miranda.

We are not aware whether Mr. Lucas F. H. Miranda died intestate or testate.

- (b) It appears that by an Agreement for Sale dated 22 October 1991 made and entered into between (i) Mr. Claude H. W. Miranda, (ii) Ms. Jona Roz Philemina Miranda, (iii) Mrs. Lynette Lucas Miranda and (iv) Mrs. Olive M. Miranda, herein referred to as the Vendors of the One Part and Sarawut Laemshankor Pathak, herein referred to as the Purchaser of the Other Part, the said Mr. Claude H. W. Miranda and others agreed to sell and transfer land bearing Survey No. 244 and 206 to Sarawut Laemshankor Pathak on the terms and conditions mentioned therein. We have not been provided with copy of this Agreement for Sale dated 22 October 1991.

- (c) Upon receipt of entire consideration from Sarawut Laemshankor Pathak, (i) Mr. Claude H. W. Miranda, (ii) Ms. Jona Roz Philemina Miranda, (iii) Mrs. Lynette Lucas Miranda and (iv) Mrs. Olive M. Miranda executed a General Power of Attorney dated 25 March, 1992 in respect of land bearing Survey No. 244 and 206 in favour of Sarawut Laemshankor Pathak. We have not been provided with copy of this General Power of Attorney dated 25 March, 1992.

- (d) It appears from Mutation Entry No. 631 dated 5 June, 2003 that Mrs. Olive M. Miranda died on 9 June 2003 leaving behind the following as her legal heirs and having following proportion in the land bearing Survey No. 244 and 206:

- | | | |
|-------|--------------------------------|------------|
| (i) | Mr. Claude H. W. Miranda | 1/3 share |
| (ii) | Mrs. Lynette Lucas Miranda | 1/12 share |
| (iii) | Mr. Lowell Lucas Miranda | 1/12 share |
| (iv) | Mr. Leaburn Lucas Miranda | 1/12 share |
| (v) | Mrs. Larissa Lucas Miranda | 1/12 share |
| (vi) | Ms. Jona Roz Philemina Miranda | 1/3 share |

We are not aware whether Mrs. Olive M. Miranda died intestate or testate.

- (e) It appears from R.P. that land bearing Survey No. 244 and Survey No. 206 were allotted/designated C.T.S. No.219 amounting 2502.96 sq. mtrs.

- (f) It appears that thereafter (1) Mr. Claude H. W. Miranda, (2) Mrs. Lynette Lucas Miranda, (3) Mr. Lowell Lucas Miranda, (4) Mr. Leaburn Lucas Miranda, (5) Mrs. Larissa Lucas Miranda, and (6) Ms. Jona Roz Philemina Miranda executed General of Attorney dated 4 April, 2003 in favour of Sarawut Laemshankor Pathak as to enable her to do various acts, deeds, matters and things in respect of portion of land bearing Survey No. 244 and 206.

- (g) By an Agreement executed in July 2003, Sarawut Laemshankor Pathak agreed to sell and transfer portion of land bearing Survey No. 244 and 206 to J. K. Construction on the terms and conditions mentioned therein. We have not been provided with copy of this Agreement.

- (h) By a Deed of Conveyance dated 18 September 2006 made and entered into between (1) Mr. Claude H. W. Miranda, (2) Mrs. Lynette Lucas Miranda, (3) Mr. Lowell Lucas Miranda, (4) Mr. Leaburn Lucas Miranda, (5) Mrs. Larissa

- (f) Under the said Development Agreement dated 2 April 2007, Ballyog has agreed to provide an area aggregately comprising approximately 1700 sq. ft. carpet area in the flat sale building to be constructed under SRA Scheme on the said Property to Mr. Claude H.W. Miranda & Ors. and Mr. Rameshadas Tirthaj Chakraborty.

VII. Facts of Part No.15

4. History of land bearing Survey No. 244 and Survey No. 205

- (a) It appears from Mutation Entry No. 43 dated 28 December 1931 that the land bearing Survey No. 244 was originally owned by Yevdyia Antona and Slav Antona Sutan and land bearing Survey No. 205 was originally owned by the Jose Pavina Miranda and Mr. Joseph Antony Miranda.
- (b) It appears from Mutation Entry No. 67 dated 20 March 1938 that by a Sale Deed dated 18 February 1938, Mr. Joseph Antony Miranda purchased land bearing Survey No.244 from (i) Yevdyia Antona Sadya, (ii) Antona Laurence Isadya, (iii) Cross Antona Juan Germ and (iv) Anja Andhya Sutan. We do not know as to how and by which documents (i) Yevdyia Antona Sadya, (ii) Antona Laurence Isadya, (iii) Cross Antona Juan Germ and (iv) Anja Andhya Sutan acquired and bearing survey no. 244 from (i) Yevdyia Antona and (ii) Slav Antona Sutan. It may be the case that Yevdyia Antona and Slav Antona Sutan have died and the aforesaid are heirs of Yevdyia Antona and Slav Antona Sutan.
- (c) It appears from Mutation Entry No. 172 dated 20 April, 1955 that Mrs. Jose Pavina Miranda died on 20 December 1954 leaving behind Mr. Joseph Antony Miranda as her only legal heir.
- (d) It appears from Mutation Entry No. 305 dated 8 June, 1977 that Mr. Joseph Antony Miranda died on 8 June 1968 leaving behind the following as his legal heirs:

- (i) Mrs. Olive M. Miranda (wife)
- (ii) Mr. Claude H. W. Miranda (son)
- (iii) Mr. Anslan B. Miranda (son)
- (iv) Mr. Lucian F. H. Miranda (son) and
- (v) Ms. Jose Rita Philemona Miranda (daughter)

We are not aware whether Mr. Joseph Antony Miranda died intestate or testate.

- (e) It appears from Mutation Entry No. 321 dated 8 June, 2003 that Mr. Anslan Miranda died testate on 18 September 1981 leaving behind the following as his legal heirs:
- (i) Mrs. Olive M. Miranda (mother)
 - (ii) Mr. Claude H. W. Miranda (brother)
 - (iii) Mr. Lucian F. H. Miranda (brother) and
 - (iv) Ms. Jose Rita Philemona Miranda (sister)

We are not aware whether Mr. Anslan Miranda died intestate or testate.

Mr and Mrs. Olive M. Miranda died intestate or testate.

- (iv) It appears from Mutation Entry No. 631 dated 3 June, 2003 that following were the owners of land bearing Survey No. 1871, 2085, 2095 and 48/1.

(i)	Mr. Claude H. W. Miranda	1/3 share
(ii)	Mrs. Lynette Lucas Miranda	1/12 share
(iii)	Mr. Lowell Lucas Miranda	1/12 share
(iv)	Mr. Lashum Lucas Miranda	1/12 share
(v)	Mrs. Larissa Lucas Miranda	1/12 share
(vi)	Ms. Jose Ritz Phumina Miranda	1/3 share

- (v) It appears from KJP that

- (i) said bearing Survey No. 2085 was allotted/assigned C.T.S. No. 408 measuring 1262.2 sq. mts.
- (ii) said bearing Survey No. 48/1 was allotted/assigned C.T.S. Nos. 376 measuring 277 sq. mts. and C.T.S. No. 377 measuring 262.2 sq. mts.
- (iii) said bearing Survey No. 2095 was allotted/assigned C.T.S. No. 379 measuring 1143.01 sq. mts. and C.T.S. No. 377 measuring 252.2 sq. mts.
- (iv) said bearing Survey No. 244 was allotted/assigned C.T.S. No. 218 measuring 2377.5 sq. mts.

- (vi) It appears that by a Development Agreement dated 2 April, 2007 made and entered into between (1) Mr. Claude H. W. Miranda, (2) Mrs. Lynette Lucas Miranda, (3) Mr. Lowell Lucas Miranda, (4) Mr. Lashum Lucas Miranda, (5) Mrs. Larissa Lucas Miranda, and (6) Ms. Jose Ritz Phumina Miranda, herein referred to as the Owners of the First Part, Mr. Ramchandra Sathiyog Chaturvedi, herein referred to as the Confirming Party of the Second Part and Sathiyog, herein referred to as the Developers of the Third Part and registered with the Sub Registrar of Assurances under serial no. 2364 of 2007, the Owners herein, with the consent and confirmation of Mr. Ramchandra Tripathi Chaturvedi, granted and assigned development rights in respect of Plot No. 11, Plot No. 12, Plot No. 13 and Plot No. 14 to Sathiyog on the terms and conditions mentioned therein. Under the Development Agreement dated 2 April 2007 Sathiyog has been granted immovable development rights in respect of land bearing Survey No. 23/10 corresponding to C.T.S. Nos. 387 (pt), C.T.S. Nos. 387/1 (pt) to 387/12 (pt), C.T.S. No.388 (pt), C.T.S. No.389/1 (pt) and 400 (pt) i.e. Plot No. 11. You are of view that a Rectification Deed cum Declaration be executed, inter-alia, confirming that (1) Mr. Claude H. W. Miranda, (2) Mrs. Lynette Lucas Miranda, (3) Mr. Lowell Lucas Miranda, (4) Mr. Lashum Lucas Miranda, (5) Mrs. Larissa Lucas Miranda, and (6) Ms. Jose Ritz Phumina Miranda have no right title and interest in all land bearing C.T.S. Nos. 387 (pt), C.T.S. Nos. 387/1 (pt) to 387/12 (pt), C.T.S. No.388 (pt), C.T.S. No.389/1 (pt) and 400 (pt).

- (vii) Simultaneously with the said Development Agreement, Mr. Claude H. W. Miranda and others have also executed General Power of Attorney dated 2 April, 2007 registered with the Sub Registrar of Assurances under serial no. 6076-AQ265 of 2007 and General Power of Attorney dated 8 September 2008 registered with the Sub Registrar of Assurances under serial no. 0185 of 2008 in favour of Yogen B. Jathar, the then partner of Sathiyog.

- (b) Mrs. Olga M. Miranda (wife);
- (c) Mr. Claude H. W. Miranda (son);
- (d) Mr. Arístegui B. Miranda (son);
- (e) Mr. Lucas F. H. Miranda (son) and
- (f) Ms. Jose Riza Philippines Miranda (daughter).

We are not aware whether Mr. Joseph Arístegui Miranda died intestate or testate.

- (iv) It appears that said Notification dated 14 October 1977 published in *Nationalist Government Gazette* on 27 October 1977, and bearing Survey Nos. 19/1, 20/1, 20/2 and 48/1 were declared as "Blank" under Section 4 of the DVA Act.

- (v) By a letter dated 27 September 1985, the Special Ass. Housing, Marikina, clarified that said bearing Survey Nos. 19/1, 20/1, 20/2 and 48/1 are not a part of acquisition proceedings.

- (vi) Though, Survey Nos. 19/1, 20/1, 20/2 and 48/1 are misrecorded/removed from proposed acquisition proceedings, the remark of Notification bearing No. LAQ-B-1705 dated 22 April 1985 and Notification bearing No. LAQ-B-1913 dated 27 June, 1985 are still reflected in the other right column of the T12 extract in respect of Survey Nos. 19/1, 20/1 and 20/2 which entry is required to be deleted.

- (vii) It appears from Mutation Entry No. 631 dated 5 June 2003 that Mr. Arístegui Miranda died as a bachelor on 16 September 1981 leaving behind the following as his legal heirs:

- (i) Mrs. Olga M. Miranda (mother);
- (ii) Mr. Claude H. W. Miranda (brother);
- (iii) Mr. Lucas F. H. Miranda (brother) and
- (iv) Ms. Jose Riza Philippines Miranda (sister).

We are not aware whether Mr. Arístegui Miranda died intestate or testate.

- (iii) It further appears from Mutation Entry No. 631 dated 5 June 2003 that Mr. Lucas F. H. Miranda died on 11 December 1988 leaving behind the following as his legal heirs:

- (i) Mrs. Lynette Lucas Miranda;
- (ii) Mr. Lowell Lucas Miranda;
- (iii) Mr. Leonard Lucas Miranda and
- (iv) Mrs. Larissa Lucas Miranda.

We are not aware whether Mr. Lucas F. H. Miranda died intestate or testate.

- (iv) It further appears from Mutation Entry No. 631 dated 5 June 2003 that Mrs. Olga M. Miranda died on 6 June 2003 leaving behind the following as her legal heirs:

- (i) Mr. Claude H. W. Miranda;
- (ii) Mrs. Lynette Lucas Miranda;
- (iii) Mr. Lowell Lucas Miranda;
- (iv) Mr. Leonard Lucas Miranda;
- (v) Mrs. Larissa Lucas Miranda and
- (vi) Ms. Jose Riza Philippines Miranda.

- (d) It appears from Mutation Entry No. 512 dated 7 July 1981 that vide Notification bearing No. LAQ/8/6267 dated 18 January 1981 issued by the Commissioner, Mumbai Division, published in Government of Maharashtra Gazette, Part-I dated 3 February 1981 at page 217 read with Notification bearing no. Enakum LAQ/8/7601 dated 11 June 1980 read with Notification bearing No. LAQ/8/5855 dated 20 June 1981 issued by the Commissioner, Mumbai Division, published in the Government of Maharashtra Gazette, Part-I dated 4 July 1981 at page 1221, name of MHADA was recorded as owner in the revenue records of land bearing Survey No.102. However, this Mutation Entry does not reflect the area acquired by MHADA.
- (e) It appears from the Property Register Card dated 20 April 2010 pertaining to land bearing C.T.S. No. 405 that (i) area of land is 388.7 sq. mtrs. (ii) remark of 'Agriculture' is absent, (iii) tenure of land is 'C' and (iv) name of owner is not mentioned. The said Property Register Card also records that vide an order bearing No. ADD/NOID-1684 dated 30 September 1970 read with order bearing No. ADD/NOID-1888 dated 21 December 1971 passed by the Additional Collector, land bearing C.T.E.No. 405 is assessed as non-agriculture. We do not have copy of order dated 30 September, 1970 and order dated 21 December, 1971.
- (f) It appears from 7/12 extract dated 25 June 2010 pertaining to land bearing Survey No. 252 that name of MHADA is reflected as owner named.

VII. Facts of Plot No. 11, Plot No. 12, Plot No. 13 and Plot No. 14:

- (i) It appears from Mutation Entry No. 63 dated 28 December 1931 that land bearing Survey No. 206 and 208 were originally named by Mrs. Jans Pavlana Miranda and his son Mr. Joseph Antony Miranda.
- (ii) It appears from Mutation Entry No. 63 dated 28 December 1931 that land bearing Survey No. 491 was originally named by Mrs. Jans Pavlana Miranda.
- (iii) It appears from Mutation Entry No. 63 dated 28 December 1931 that land bearing Survey No.191 was originally named by (i) Yeviya Antonio and (ii) Slav Antonio Suran.
- (iv) It appears from Mutation Entry No. 87 dated 20 March, 1936 that by a Sale Deed dated 18 February 1936, Mr. Joseph Antony Miranda purchased land bearing Survey No. 151 from (i) Yeviya Antonio-Sampayo, (ii) Antonio Lautarce Nellya, (iii) Carlos Antonio Juan Gilms and (iv) Aarpi Andrya Suran. We do not know by which documents (i) Yeviya Antonio Suran, (ii) Antonio Lautarce Nellya, (iii) Carlos Antonio Juan Gilms and (iv) Aarpi Andrya Suran became owner of land bearing Survey No. 191. It may be the case that Yeviya Antonio and Slav Antonio Suran have died and the aforesaid are heirs of Yeviya Antonio and Slav Antonio Suran.
- (v) It appears from Mutation Entry No. 171 dated 28 April, 1955 that Mrs. Jans Pavlana Miranda died on 28 December 1954 leaving behind her son Mr. Joseph Antony Miranda as her legal heir.
- (vi) Vide a Notification bearing No. LAQ-8-1706 dated 22 April 1960 read with writam No. LAQ-8-1263 dated 27 June 1960 issued by the Commissioner, Bombay Division, land bearing Survey No. 191, 206, 208 and 491 were proposed to be acquired for public purpose for Maharashtra Housing Scheme).
- (vii) It appears from Mutation Entry No. 505 dated 8 June 1977 in respect of land bearing Survey No. 191, 206, 208 and 491 that Mr. Joseph Antony Miranda died on 8 June 1966 leaving behind the following as legal heirs:-

100, name of Government of Maharashtra was recorded as owner of land bearing Survey No. 202. We have not been provided with copy of order dated 12 January, 1980 passed by the Additional Collector and Competent Authority (A.C.), Greater Bombay in Case No. UJCSB-6/110KV/102.

- (ii) By a letter dated 27 September 1988, the Special Asst., Housing, Mumbai, clarified that land bearing Survey No. 202 is not to be acquired for Maharashtra Housing Scheme.
- (iii) It appears from the Property Register Card dated 30 April 2010 pertaining to land bearing C.T.S. No. 305 that (i) area of land is 711.8 sq. mtrs. (ii) it is a non-agricultural land, (iii) owner is Government of Maharashtra and (iv) the tenure of land is shown as "G".
- (iv) The other rights column of 202 extracts of land bearing Survey No.202 reflects remark of two notifications viz. LAQ/S/1706 dated 22 April 1960 and LAQ-S-1963 dated 27 June 1960, which should have been deleted.

VI. Facts of Plot No.12:

- (i) It appears from Mutation Entry No. 127 dated 1 April 1945 that Mr. Byramjee Jejeebhoy died on 1 April 1940 leaving behind his son Mr. Nanabhai Byramjee Jejeebhoy as his legal heir.
- (ii) It appears from Maharashtra Government Gazette dated 3 February 1960 that vide Notification bearing No. LAQ-S-1706 dated 22 April 1960 read with Statute No. LAQ-S-1963 dated 27 June 1960 issued by the Commissioner, Bombay Division, land bearing Survey No.202 was proposed to be acquired for public purposes (for Maharashtra Housing Scheme).
- (iii) It appears from Mutation Entry No. 281 dated 29 March 1961 that vide Sale Deed dated 24 July 1961 made and entered into between Mr. Nanabhai Byramjee Jejeebhoy, therein referred to as the Vendor of the One Part and Byramjee Jejeebhoy Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances under serial no.4213, Mr. Nanabhai Byramjee Jejeebhoy sold, transferred and conveyed land bearing Survey No.202 unto Byramjee Jejeebhoy Private Limited on the terms and conditions mentioned therein. We have not been furnished with a copy of this Sale Deed dated 24 July 1961.
- (iv) It appears from Mutation Entry No. 301 dated 24 October 1964 that vide Order dated 30 June 1964 passed by Commissioner, O&M, name of Byramjee Jejeebhoy Private Limited was entered as owner in respect of land bearing Survey No.202.
- (v) It appears from F.I.P that land bearing Survey No. 202 was sub-divided. Upon such sub-division, land bearing Survey No.202 was allotted/designated C.T.S. No. 405.
- (vi) It appears that vide Notification dated 14 October 1977 published in Maharashtra Government Gazette on 27 October 1977, land bearing C.T.S. No. 405 was declared as "Slum" under Section 4 of the SRA Act.
- (vii) It appears that vide Possession Receipt in Case No.LAQ/S/Oshwara dated 1 February 1979 read with Mutation Entry No. 522 dated 7 July 1981, the Special Land Acquisition Officer No-5, Santbay Suburban District took over possession of land bearing Survey No.202, comprising 2 Gunthas 4 Ams for and on behalf of Maharashtra Housing Board ("MHADA") and Byramjee Jejeebhoy Pvt. Ltd. handed over possession of land bearing Survey No.202, comprising 2 Gunthas 4 Ams to Special Land Acquisition Officer No-5.

- (iii) For the purpose of the Certificate relating to Title, we have assumed that portion of Plot No. 5 being land bearing C.T.S. No. 400, Plot No.6 and Plot No. 8 are "Agricultural Land." Hence portion of Plot No.5, Plot No.6, Plot No.7 and Plot No.8 are required to be converted to non-agricultural use.

V. Facts of Plot No.3

- (a) It appears from Mutation Entry No. 103 dated 28 December 1931 that originally one Mr. Pascal Margal Dies was the owner of land bearing Survey No. 203.
- (b) It appears from Mutation Entry No. 117 dated 13 February 1943 that vide Sale Deed dated 1 January 1943, Mr. Abdulla Dossal Poonawala purchased land bearing Survey No.203 from Mr. Pascal Margal Dies. We have not been provided with copy of the Sale Deed.
- (c) It appears from Mutation Entry No. 122 dated 10 December 1944 that the above-named Mr. Abdulla Dossal Poonawala died on 15 December 1945 leaving behind his mother Mrs. Rotimbal Khathar as his only legal heir.
- (d) It appears from Mutation Entry No. 210 dated 4 February 1958 that vide Court Declaration dated 13 December 1957 and Taluka Order No. RTS-R/160/57 dated 28 December 1957, name of Mrs. Rotimbal Khathar was deleted and name of Mrs. Jahubai Dossal was recorded as owner of land bearing Survey No. 203. We have not been provided with Court Declaration dated 13 December 1957 and Taluka Order No. RTS-R/160/57.
- (e) It appears that vide order bearing No.ADC/LN/DCH/228 dated 14 November 1973 passed by the Additional District Deputy Collector, Mumbai Suburban District, Andheri, land measuring 485 sq. yards equivalent to 360 sq. mtrs. out of land measuring 711.8 sq. mtrs. bearing Survey No.203 was assessed as non-agricultural.
- (f) On perusal of R.P., it appears that land bearing Survey No.203 was subdivided. Upon such sub-division, land bearing Survey No.203 was sub-allocated C.T.S. No. 368, 369/1 and 369/2.
- (g) It appears from Maharashtra Government Gazette dated 1 February 1966 that vide Notification bearing No. LAG-R-1705 dated 22 April 1960 read with Erratum No. LAG-R-1963 dated 27 June 1960 issued by the Commissioner, Bombay Division, land bearing Survey No. 203 was proclaimed to be acquired for public purpose for Maharashtra Housing Scheme.
- (h) It appears that vide an Order bearing No. CTS No.388 dated 9 February 1977 passed by the City Survey Officer No.4, name of Mrs. Ahmad Begum Rasid Munshi was recorded and name of Mr. Darsahamsingh Maheshwari was recorded as owner in respect of land bearing C.T.S. No.388 measuring 500 sq. mtrs. We are not aware as to how and by which document Mrs. Ahmad Begum Rasid Munshi acquired such land. Further, we have not been furnished any document on basis of which name of Mr. Darsahamsingh Maheshwari was entered in the revenue records.
- (i) It appears that vide notification dated 14 October 1977 published in Maharashtra Government Gazette on 27 October 1977, land bearing C.T.S. No.388 was declared as "Slum" under Section 4 of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act 1971.
- (j) It appears from Mutation Entry No.521 dated 28 January 1980 that vide an order dated 12 January, 1980 passed by the Additional Collector and Competent Authority (A.C.), Greater Bombay in Case No.UJ/GSR-40/1980-

- (8b) It appears from the Property Register Card dated 30 April 2010 of land bearing C.T.S. No. 407 that (i) area of land is 4081.2 sq. mtrs. (ii) the land is shown as "Agricultural" and no other detail is mentioned on the Property Register Card.
- (8c) It appears from the Property Register Card dated 30 April 2010 of land bearing C.T.S. No. 375 that (i) area of land is 1338.2 sq. mtrs. (ii) name of Rev. Joseph Bros. D'Silva and Werner D'Silva are shown as owners/holders, (iii) name of Mrs. Anna Kilar D'Silva is shown as title holder and no other detail is mentioned on the Property Register Card. Sanyog is required to have the Property Register Card updated to reflect the transaction mentioned above.
- (8d) It appears from the Property Register Card dated 30 April 2010 of land bearing C.T.S. No. 375 that (i) area of land is 10.6 sq. mtrs. (ii) name of Rev. Joseph Bros. D'Silva and Werner D'Silva are shown as owners/holders, (iii) name of Mrs. Anna Kilar D'Silva is shown as title holder and no other detail is mentioned on the Property Register Card. Sanyog is required to have the Property Register Card updated to reflect the transaction mentioned above.
- (9a) By a Deed of Confirmation dated 23 December, 2011 registered with the Sub-Registrar of Assurances under serial no.BCR-4/11257 of 2011 read with Agreement dated 22 December, 2011 made and entered into between (i) Audrey Mary Magdalene Fernandes, (ii) Isaac Vitorino Fernandes and (iii) Mr. Stephen Ivo Fernandes (the legal heirs of Otilia Fernandes), therein referred to as the Parties of the First Part and Sanyog, therein referred to as the Sanyog of the Other Part, Audrey Mary Magdalene Fernandes and others, confirmed the absolute sale and transfer of Plot No. 5, Plot No. 6, Plot No. 7 and Plot No. 8 in favour of Sanyog vide Deed of Conveyance dated 21 May 2004 registered with the Sub-Registrar of Assurances under serial no.BCR-92327 of 2004 and further confirmed that they shall not claim any right, title and interest in the Plot No. 5, Plot No. 6, Plot No. 7 and Plot No. 8.
- (9b) By a Deed of Confirmation dated 23 December, 2011 registered with the Sub-Registrar of Assurances under serial no.BCR-4/11258 of 2011 read with Agreement dated 22 December, 2011 made and entered into between (i) Mrs. Bertha Cecilia Pereira, (ii) Eusebio Rodrigues, (iii) Suzanne Tava, (iv) Sento D'Souza, (v) Mrs. Ivy Rana D'Gama and (vi) Mrs. Cynthia Pereira (the legal heirs of Luis Edward Joseph D'Silva), therein referred to as the Parties of the First Part and Sanyog, therein referred to as the Sanyog of the Other Part, Mrs. Bertha Cecilia Pereira and others, confirmed the absolute sale and transfer of Plot No. 5, Plot No. 6, Plot No. 7 and Plot No. 8 in favour of Sanyog vide Deed of Conveyance dated 21 May 2004 registered with the Sub-Registrar of Assurances under serial no.BCR-92327 of 2004 and further confirmed that they shall not claim any right, title and interest in the Plot No. 5, Plot No. 6, Plot No. 7 and Plot No. 8.
- (10) We are of the view that descendants of Mrs. Anna Kilar D'Silva are not mentioned correctly in the aforementioned documents. The observation is based on a review of the aforesaid documents. Upon a reading of the same, it appears that several persons mentioned therein can claim their share, right, title and interest in the Plot No.5, Plot No.6, Plot No.7 and Plot No.8. It is advisable to obtain the documents from them confirming that they have no right in Plot No.5, Plot No.6, Plot No.7 and Plot No.8 and that it is absolutely sold and transferred to Sanyog under Deed of Conveyance dated 21 May 2004 registered with the Sub-Registrar of Assurances, Banda under St. No. BCR-92327 of 2004 on 8 June 2004 read with Deed of Rectification dated 15 February 2005 registered with the Sub-Registrar of Assurances, Banda under serial no.4198 of 2005.

- (d) Roger Terrace D'Silva
- (e) Anne Terrace D'Silva
- (f) Catherine Terrace D'Silva

5. Mr. Werner C. D'Silva also had one son, viz. Emil Werner D'Silva, however his whereabouts are not known to anyone since about 2 years.

6. By a Deed of Conveyance dated 21 May 2004 registered with the Sub-Registrar of Assurances under Sr. No. 609-40727 of 2004, (1) Nigel Aslam D'Silva (2) Gurm Aslam D'Silva (3) Adana Neville D'Silva (4) Rona Pervez Anshyargina (5) Sharon Ira Sathara (6) Hilary Stanley D'Silva (7) Dia Mark Sathara (8) Margaret Denise Cross (9) Jon Terrace D'Silva (10) Percy Terrace D'Silva, (11) Roger Terrace D'Silva (12) Anne Terrace D'Silva and (13) Catherine Terrace D'Silva (14) Ronald Werner D'Silva and (15) Iona Ais Fernandez have sold, transferred and conveyed Plot No. 5, Plot No 6, Plot No. 7 and Plot No. 8 to Satyog.

- (iv) Satyog was converted from a partnership firm to a company under Chapter IX of the Companies Act, 1956 and Certificate of Incorporation dated 23 December 2009 was issued to Satyog by the Registrar of Companies.
- (vi) It appears from Property Register Card dated 30 April 2010 of land bearing C.T.S. No. 367 that (i) area of land is 3.5 sq. mtrs., (ii) name of Satyog is appearing as owner, (iii) it is non-agricultural land, (iv) the tenure of land is "C" and (v) name of Mrs. Ahmad Begam Rashid Munshi is shown as "Mrs Malik" in other rights column. Satyog is required to have name of Ahmad Begam Rashid Munshi deleted from Property Register Card and obtain her declaration to the effect that she has no right, title and in the said Property.
- (x) It appears from Property Register Card dated 30 April 2010 of land bearing C.T.S. Nos. 3071 to 3072 that (i) total area of land is 120 sq. mtrs., (ii) name of Satyog is appearing as owner, (iii) it is non-agricultural land, (iv) the tenure of land is "C" and (v) name of Mrs. Ahmad Begam Rashid Munshi is shown as "Mrs Malik" in other rights column. Satyog is required to have name of Ahmad Begam Rashid Munshi deleted from Property Register Card and obtain her declaration to the effect that she has no right, title and in the said Property.
- (xi) It appears from Property Register Card dated 30 April 2010 of land bearing C.T.S. Nos. 386 and 387 that (i) total area of land is 18.12 sq. mtrs., (ii) name of Satyog is appearing as owner, (iii) the tenure of land is "C" and (iv) name of Mrs. Ahmad Begam Rashid Munshi is shown as "Mrs Malik" in other rights column. Satyog is required to have name of Ahmad Begam Rashid Munshi deleted from Property Register Card and obtain her declaration to the effect that she has no right, title and in the said Property.
- (xii) It appears from Property Register Card dated 30 April 2010 of land bearing C.T.S. No. 400 that (i) total area of land is 704 sq. mtrs., (ii) name of owner is not mentioned and (iii) land admeasuring 6.089 is agricultural and balance land admeasuring 115 sq. mtrs. is non agricultural land.
- (xiii) It appears from the Property Register Card dated 30 April 2010 of land bearing C.T.S. No. 406 that (i) area of land is 411.4 sq. mtrs. and (ii) the land is shown as "Agricultural" and no other detail is mentioned in the Property Register Card.

2. Mr. Stanley D'Silva (since deceased)
 - (i) Hilary Stanley D'Silva (son);
 - (ii) Zita Mary Baptista (daughter);
 - (iii) Margaret Denise Crow (daughter);
3. Mr. Terrence D'Silva (since deceased)
 - (i) Joe Terrence D'Silva (son);
 - (ii) Perry Terrence D'Silva (son);
 - (iii) Roger Terrence D'Silva (son);
 - (iv) Anne Terrence D'Silva (daughter);
 - (v) Catherine Terrence D'Silva (daughter);
4. Mr. Warner D. D'Silva (since deceased)
 - (i) Ronald Warner D'Silva (son);
 - (ii) Lisa Alice Fernandes (daughter);

(ii) Vide an order dated 28 September 2008 issued by the City Survey Officer, it has been recorded that:

1. Following are legal heirs of Mr. Anselm D'Silva (died on 24.07.1987) and Mrs. Machida A. D'Silva (died on 03.07.1987):
 - (i) Nigel Anselm D'Silva;
 - (ii) Gavin Anselm D'Silva;
 - (iii) Anselm Neville D'Silva;
 - (iv) Fiona Patrick Anghylerne;
 - (v) Sherrin Iva Solthana;
2. Following are legal heirs of Mr. Warner D'Silva (died on 17.06.1988) and Mrs. Golda D'Silva (died on 13.11.1988):
 - (i) Ronald Warner D'Silva;
 - (ii) Lisa Alice Fernandes;
3. Following are legal heirs of Mr. Stanley D'Silva (date of death is not legible) and Mrs. M. D'Silva (11.04.1998):
 - (i) Hilary Stanley D'Silva;
 - (ii) Zita Mary Baptista;
 - (iii) Margaret Denise Crow;
4. Following are legal heirs of Mr. Terrence D'Silva (died on 10.04.1950) and Mrs. Eva Mary D'Silva (died on 10.11.1988):
 - (i) Joe Terrence D'Silva;
 - (ii) Perry Terrence D'Silva;

- (c) By a Declaration cum Indemnity dated 24 May, 2004 (1) Nigel Ansem D'Alva (2) Gavin Ansem D'Alva (3) Arlene Naselle D'Alva (4) Fiona Perez Anthyapina (5) Sharon Ma Balhana (6) Hilary Stanley D'Alva (7) Zita Mary Baptista (8) Margaret Denise Cross (9) Joe Terrance D'Alva (10) Percy Terrance D'Alva (11) Roger Terrance D'Alva (12) Arnie Terrance D'Alva and (13) Catherine Terrance D'Alva (14) Ronald Warner D'Alva and (15) Iona Aki Fernandes confirmed that (i) whereabouts of Eric Warner D'Alva are not known since more than 7 years, (ii) they are the only legal heirs of Rev Father Joseph Brass D'Alva and Mr. Warner D'Alva and (iii) Father Joseph Brass D'Alva and Mr. Warner D'Alva died intestate.
- (d) By a Declaration cum Indemnity dated 24 May, 2004 (1) Nigel Ansem D'Alva (2) Gavin Ansem D'Alva (3) Arlene Naselle D'Alva (4) Fiona Perez Anthyapina (5) Sharon Ma Balhana (6) Hilary Stanley D'Alva (7) Zita Mary Baptista (8) Margaret Denise Cross (9) Joe Terrance D'Alva (10) Percy Terrance D'Alva (11) Roger Terrance D'Alva (12) Arnie Terrance D'Alva and (13) Catherine Terrance D'Alva (14) Ronald Warner D'Alva and (15) Iona Aki Fernandes executed and confirmed that (i) they are the absolute owners of Plot No. 3, Plot No. 6, Plot No. 7 and Plot No. 8, (ii) whereabouts of Eric Warner D'Alva are not known since more than 7 years and (iii) by a Deed of Conveyance dated 21 May 2004 registered with the Sub-Registrar of Assurances under Gr. No. BDR-90227 of 2004 on 9 June 2004, they have sold, transferred and conveyed Plot No. 3, Plot No. 6, Plot No. 7 and Plot No. 8 unto Sanyog for a total consideration of Rs. 2,50,00,000/- (Rupees Two Crore Only) and on the terms and conditions mentioned therein. The Deed of Conveyance dated 21 May 2004 registered with the Sub-Registrar of Assurances, Sanyog under Gr. No. BDR-90227 of 2004 on 9 June 2004, reflects that Sanyog has paid a consideration of Rs. 1,30,00,000/- (Rupees One Crore Thirty Lakh Only) for Plot No.3, Plot No.6, Plot No. 7 and Plot No. 8 whereas the Declaration cum Indemnity dated 24 May, 2004 executed by Nigel Ansem D'Alva and others reflects that they have sold and transferred Plot No. 3, Plot No.6, Plot No. 7 and Plot No. 8 to Sanyog for a total consideration of Rs. 2,50,00,000/- (Rupees Two Crore Only). There is a discrepancy in recording the consideration paid.
- (e) It appears that by an Indenture of Deed of Confirmation dated 20 June 2004 made and entered into between (i) Iona D'Alva, (ii) Arnie D'Alva, (iii) Sandra Graham, (iv) Giles D'Alva and (v) Valerius D'Alva (being the legal heirs of Mr. Duarte D'Alva), therein referred to as the "KulTaniams" of the One Part and Sanyog, therein referred to as the Owners of the Other Part and registered with the Sub-Registrar of Assurances under Gr. No.BDR-90277 of 2004, Iona D'Alva and others confirmed and consented to the absolute sale and transfer of Plot No. 3, Plot No. 6, Plot No. 7 and Plot No. 8 in favour of Sanyog vide Deed of Conveyance dated 21 May 2004.
- (f) It appears from Affidavit Entry No. 643 dated 14 October 2004 that Rev. Father Joseph Brass D'Alva died a bachelor and intestate on 15 February 1894 leaving behind the following legal heirs:-
1. Ansem D'Alva (deceased)
 - (i) Nigel Ansem D'Alva (son);
 - (ii) Gavin Ansem D'Alva (daughter);
 - (iii) Arlene Naselle D'Alva (daughter);
 - (iv) Fiona Perez Anthyapina (daughter);
 - (v) Sharon Ma Balhana (daughter);

- (iv) It appears that vide notification dated 14 October 1977 published in Maharashtra Government Gazette on 27 October 1977 read with Compulsory Order 1 March 2006 published in Maharashtra Government Gazette on 30 March 2006, portion of Plot No. 5 being land bearing C.T.S. No. 30771 to 30771/2, 308, 308/1 and 400 were declared as "Slum" under Section 4 of SRA Act. Sahyog is required to have land bearing C.T.S. No.307 declared as "Slum" under the provisions of SRA Act.
- (v) It appears that vide notification dated 14 October 1977 published in Maharashtra Government Gazette on 27 October 1977, Plot No. 6, Plot No. 7 and Plot No. 8 were declared as "Slum" under Section 4 of SRA Act.
- (vi) By a letter dated 27 September 1988, the Special Agent, Housing, Maharashtra directed to MHADA that land bearing Survey Nos. 204, 21, 22 and 400 is not to be acquired for Maharashtra Housing Scheme.
- (vii) It appears that Mrs. Firoz Pervez Andhyarjina had executed a Declaration cum indemnity dated 14 May, 2004, confirming therein names of legal heirs of her late father namely Mr. Ansum D'Silva.
- (viii) It appears that Mrs. Zila Mark Baptista had executed a Declaration cum indemnity dated 14 May, 2004, confirming therein names of legal heirs of her late father namely Mr. Stanley D'Silva.
- (ix) It appears that Mr. Percy Terrence D'Silva had executed a Declaration cum indemnity dated 14 May, 2004, confirming therein names of legal heirs of his late father namely Mr. Terrence D'Silva.
- (x) It appears that (i) Mrs. Firoz Pervez Andhyarjina, (ii) Mrs. Zila Mark Baptista and (iii) Mr. Percy Terrence D'Silva had executed a joint Declaration cum indemnity dated 14 May, 2004, confirming therein names of legal heirs of their respective late father namely (i) Mr. Ansum D'Silva, (ii) Mr. Stanley D'Silva and (iii) Mr. Terrence D'Silva.
- (xi) By an Affidavit cum Declaration dated 30 May, 2004, Mr. Jona Ails Fernandes confirmed that (i) Father Joseph Bruce D'Silva and Mr. Warner D'Silva died intestate, (ii) whereabouts of Earl Warner D'Silva are not known since more than 7 years and (iii) (1) Nigel Ansum D'Silva (2) Gavin Ansum D'Silva (3) Anne Neville D'Silva (4) Firoz Pervez Andhyarjina (5) Sharon Ina Seetharam (6) Hilary Stanley D'Silva (7) Zila Mark Baptista (8) Margaret Denise Cross (9) Joe Terrence D'Silva (10) Percy Terrence D'Silva (11) Roger Terrence D'Silva (12) Anne Terrence D'Silva and (13) Catherine Terrence D'Silva (14) Ronald Warner D'Silva and (15) Jona Ails Fernandes, are the only legal heirs of Father Joseph Bruce D'Silva and Mr. Warner D'Silva.
- (xii) By Deed of Conveyance dated 21 May 2004 registered with the Sub-Registrar of Assurances, Bandra under Sr. No. 803-80327 of 2004 on 9 June 2004 read with Deed of Rectification dated 10 February 2006 registered with the Sub-Registrar of Assurances, Bandra under serial no.4180 of 2006 made entered into between (1) Nigel Ansum D'Silva (2) Gavin Ansum D'Silva (3) Anne Neville D'Silva (4) Firoz Pervez Andhyarjina (5) Sharon Ina Seetharam (6) Hilary Stanley D'Silva (7) Zila Mark Baptista (8) Margaret Denise Cross (9) Joe Terrence D'Silva (10) Percy Terrence D'Silva (11) Roger Terrence D'Silva (12) Anne Terrence D'Silva and (13) Catherine Terrence D'Silva (14) Ronald Warner D'Silva and (15) Jona Ails Fernandes, therein referred to as the Vendors of the One Part and Sahyog, therein referred to as the Purchasers of the Other Part, the Vendors sold, transferred and conveyed Plot No.5, Plot No.6, Plot No. 7 and Plot No. 8 with Sahyog in the terms and conditions contained therein. Accordingly, vide Mutation Entry bearing No. 388 dated 8 September 2008 passed by City Survey Officer, Anchoor, name of Sahyog is recorded as owner of Plot No.5, Plot No.6, Plot No. 7 and Plot No.8.

- (ii) Mrs. Anna Kilar D'Silva also had one daughter namely Ms. Rosa Matilda, who predeceased Mrs. Anna Kilar D'Silva and died a spinster;
- (iii) (1) Mr. Luis Edward Joseph D'Silva and (2) Mr. Michael Silvester Joseph made an Application in error name of Rev. Joseph Brás D'Silva as owner of land bearing Survey No. 204, 21, 22 and 492. It seems that a notice was sent to Mr. Joseph Brás Gomes and Mr. Donald D'Silva, if they had any objection to such transfer. The Mutation Entry does not record as to whether similar notice was sent to (i) Mr. Stanley D'Silva, (ii) Mr. August D'Silva and (iii) Mr. Warner D'Silva. In their objections, if any, Mr. Joseph Brás Gomes and Mr. Donald D'Silva did not file any objection. As such name of Rev. Joseph Brás D'Silva was recorded as owner of land bearing no. 204, 21, 22 and 492 by the revenue department.
- (iv) From various revenue records and documents referred to heretofore, it appears that:
- (a) Mr. Luis Edward Joseph D'Silva died intestate on 20 September, 1900 leaving behind (1) Mr. Euseb D'Silva (son), (2) Mrs. Bertha Pereira (daughter), (3) Mrs. Nazem Rodrigues (daughter), (4) Mrs. My Rana D'Silva (daughter) and (4) Mrs. Cynthia Pereira as his legal heirs;
- (b) Nazem died intestate on 5 May, 2010 leaving behind (1) Mr. Benny Joseph (husband), (2) Mr. Breaser Rodrigues (son), (3) Mrs. Suzen Tive (daughter) and (4) Mr. Sera D'Silva as her legal heirs;
- (c) Rev. Joseph Brás D'Silva had three wives viz (1) Mrs. Célia Fernandes, (2) Mrs. Cecília Pereira and (3) Ms. Ida D'Silva;
- (d) Mrs. Célia Fernandes died intestate on 26 October, 1908 leaving behind (1) Ms. Audrey Fernandes (daughter), (2) Mr. Stephan Fernandes (son) and (3) Mr. Noel Fernandes (son) as her legal heirs;
- (e) Mrs. Cecília Pereira died intestate on 26 April, 1938 leaving behind (1) Mr. Anthony Pereira (son), (2) Ms. Grace Pereira (daughter) and (3) Ms. Irene alias Iva Pereira (daughter) as her legal heirs;
- (f) Ms. Ida D'Silva died intestate and as a nun;
- (v) It appears from Mutation Entry No. 348 dated 26 March 1955 that one Mrs. Rofelia D'Silva was protected tenant in respect of land bearing Survey Nos. 204, 21 and 22 and 492. Upon demise of Mrs. Rofelia D'Silva and pursuant to an Application dated 12 February, 1966 filed by Rev. Joseph Brás D'Silva, name of Mr. Euseb D'Silva was recorded as tenant and cultivator of land bearing Survey Nos. 204, 21 and 22 and 492.
- (vi) It appears from RJP that:
- (i) land bearing Survey No. 204 was sub-divided. Upon such sub-division, land bearing Survey No. 204 was allotted/assigned C.T.S. Nos. 367 C.T.S. No. 367/1 & 12, C.T.S. No. 368 C.T.S. No. 368/1 and C.T.S. No. 400;
- (ii) land bearing Survey No. 22 was sub-divided. Upon such sub-division, land bearing Survey No. 22 was allotted/assigned C.T.S. No. 404;
- (iii) land bearing Survey No. 21 was sub-divided. Upon such sub-division, land bearing Survey No. 21 was allotted/assigned C.T.S. Nos. 407 and
- (iv) land bearing Survey No. 492 was sub-divided. Upon such sub-division, land bearing Survey No. 492 was allotted/assigned C.T.S. No. 376.

- (vi) Sathyg was converted from a partnership into a company under Chapter-X of the Companies Act 1956 and Certificate of Incorporation dated 21 December 2009 was issued to Sathyg by The Registrar of Companies.
- (vii) The 7/12 extract of Survey No. 208 dated 30 June 2010 reflects name of Mr. Devya Suleya Warli (as per property register card name is mentioned as "Devya Suleya Warli"). We are assuming that Devya Suleya Warli is the same person whose name is appearing in the property register card as Devya Suleya Warli.
- (viii) It appears from the Property Register Card dated 30 April 2010 pertaining to Plot No.3 that (i) area of Plot No. 3 is 207.9 sq. mtrs., (ii) name of Mrs. Janabai Dooji is shown as the original owner and name of Sathyg as the existing owner, (iii) Plot No. 3 is Agricultural Land, (iv) tenure of the Plot No. 3 is "C" and (v) name of Mrs. Ahmed Begum Rashid Musali is appearing as lessee of Plot No. 3 for a period of 99 years commencing from 28 December 1965. Sathyg is required to have name of Ahmed Begum Rashid Musali deleted from Property Register Card and obtain her declaration to the effect that she has no right, title and in the said Property.
- (ix) It appears from Property Register Cards dated 30 April 2010 pertaining to Plot No.4 that (i) aggregate area of Plot No. 4 is 44.7 sq. mtrs., (ii) name of Mrs. Janabai Dooji shown as original owner and name of Sathyg as the existing owner, (iii) Plot No. 4 is Agricultural Land, (iv) tenure of Plot No. 4 is "C" and (v) name of Mrs. Ahmed Begum Rashid Musali is appearing as the Lessee for a period of 99 years. Sathyg is required to have name of Ahmed Begum Rashid Musali deleted from Property Register Card and obtain her declaration to the effect that she has no right, title and in the said Property.
- (x) Plot No.3 and Plot No. 4 are required to be converted to non agricultural use.

IV. Each of Plot No.5, Plot No. 6, Plot No. 7 and Plot No. 8

- (a) It appears from Mutation Entry No. 63 dated 29 December 1931 that last bearing Survey No. 204, Survey No. 21, Survey No. 22 and Survey No. 492 was originally owned by Mrs. Anna Riber D'Alva.
- (b) It appears from Mutation Entry No. 174 dated 20 August, 1955 that Joseph Anthony Miranda was the intended tenant of last bearing Survey No. 492. Based on Taluka order bearing no RTDANC20308 dated 1 March 1955, the City Survey Officer deleted name of Joseph Anthony Miranda from the revenue records of last bearing Survey No. 204, Survey No. 21, Survey No. 22 and Survey No. 492. The have not been furnished with copy of order dated 1 March 1955. It appears that the same was based on an order of the Hon'ble Supreme Court of India of 1955 confirming that certain provisions of the Bombay Tenancy and Agricultural Lands Act are not applicable to Greater Bombay.
- (c) It appears from Maharashtra Government Gazette dated 3 February 1958 issued by the Commissioner, Bombay Division that last bearing Survey No. 204, 21, 22 and 492 was proposed to be acquired for public purpose for Maharashtra Housing Scheme.
- (d) It further appears from Mutation Entry No. 257 dated 3 December 1962 that:
 - (i) Mrs. Anna Riber D'Alva died on 5 February 1958 leaving behind (1) Mr. Luis Edward Joseph D'Alva, (2) Mr. Michael Silvestor Joseph D'Alva, (3) her of late daughter Mrs. Jose (Jara) Dornico Gomes being Mr. Joseph Bruno Gomes, (4) her of late daughter Mrs. Agnes Flairy being Mr. Donald D'Alva and (5) heirs of late son Mr. Peter Emanuel D'Alva being (i) Rev. Joseph Brice D'Alva, (ii) Mr. Stanley D'Alva, (iii) Mr. Anselm D'Alva and (iv) Mr. Warner D'Alva (deceased).

transferred land bearing Survey No. 205 to Mr. Deva Sukya Wark on the terms and conditions mentioned therein.

- (ii) It appears from Mutation Entry No. 351 dated 23 April 1986 that on 20 December 1925, Mr. Deva Sukya Wark agreed to grant lease of land bearing Survey No.205 unto Mrs. Almasi Begam Rashid for a period of 50 years. We are not aware as to how Mr. Deva Sukya Wark agreed to grant lease prior to becoming owner of land bearing Survey No. 205. We have not been furnished with any document of lease executed between Mr. Deva Sukya Wark and Mrs. Almasi Begam Rashid.
- (iii) It appears that by a Gift Deed dated 4 April 1970 made and entered into between (i) Mr. Navshaya Deva Wark, (ii) Mr. Vanshaya Deva Wark and (iii) Mr. Shree Deva Wark, therein referred to as the Donor of the One Part and Mr. Ismail Umar Patel, therein referred to as the Donee of Other Part and registered with the Sub-Registrar of Assurances under serial no 1579 of 1970, Mr. Navshaya Deva Wark and others (Donors therein) gifted land bearing Survey No.205 to Ismail Umar Patel on the terms and conditions mentioned therein. In order dated 4 July 1973 bearing No.328 issued by the City Survey Officer No.4, it has been recorded that Mr. Deva Sukya Wark died intestate on 30 June 1969 leaving behind (i) Mr. Navshaya Deva Wark, (ii) Mr. Vanshaya Deva Wark and (iii) Mr. Shree Deva Wark. The said Order directed that names of (i) Mr. Navshaya Deva Wark, (ii) Mr. Vanshaya Deva Wark and (iii) Mr. Shree Deva Wark be deleted and name of Mr. Ismail Umar Patel be recorded as owner of land bearing Survey No. 205.
- (iv) On perusal of Karm Jati Patak ("KJP") it appears that land bearing Survey No.205 was sub-divided and shown C.T.S. Nos.395 and 395/1 to 395/5.
- (v) It appears from Maharashtra Government Gazette (dated 27 October 1977, Part-I, page No.2028 that vide Notification bearing No.DCE/MC/4652 dated 14 October 1977, Plot No.3 and Plot No.4 are declared as "Slum" under Section 4 of SRA Act.
- (vi) The Special Asst. Secretary, Maharashtra Housing Board (now known as MHADA) vide its letter bearing No.ACL/1164/1542-D-10 dated 17 September 1988, released land bearing Survey No. 20 from acquisition proceedings.
- (vii) It appears from Death Certificate dated 25 February 2008 issued by Public Health Department, MCGM that Ismail Umar Patel died on 12 November 1985. As such names of his heirs viz: (i) Mrs. Amina Ismail Patel, (ii) Mr. Yusuf Ismail Patel, (iii) Mrs. Sakina Ismail Patel, (iv) Mrs. Hasina Ismail Patel, (v) Mrs. Najma Ismail Patel, (vi) Mrs. Sharba Ismail Patel and (vii) Mrs. Ifana Ismail Patel were recorded as owners in the Property Register Card of Plot No.3 and Plot No.4. We are not aware as to whether Mr. Ismail Umar Patel died testate or intestate or whether the aforesaid persons are his legal heirs.
- (viii) It appears that by a Deed of Conveyance dated 11 March 2008 made and entered into between (i) Mrs. Amina Ismail Patel, (ii) Mr. Yusuf Ismail Patel, (iii) Mrs. Sakina Ismail Patel, (iv) Mrs. Hasina Ismail Patel, (v) Mrs. Najma Ismail Patel, (vi) Mrs. Sharba Ismail Patel and (vii) Mrs. Ifana Ismail Patel, therein referred to as the Vendors of the One Part and Sanyog, therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances, Solapur under serial no-2056 of 2008, the Vendors therein sold, transferred and conveyed Plot No.3 and Plot No.4 unto Sanyog on the terms and conditions mentioned therein.
- (ix) Vide an order dated 8 June 2008 passed by the City Survey Officer, Aurhali, name of Sanyog was recorded as owner in the Property Register Card of Plot No.3 and Plot No.4.

- (iii) By a Supplementary Memorandum of Understanding dated 27 July 2011 made and entered into between Sahyog, therein referred to as 'the party of the first part', Mr. Mathur Haseer Khan and Mr. Abdul Akbar Vajidal Khan, therein collectively referred to as 'the party of the second part' of and Mayuresh Land Developers Pvt. Ltd. and Sahyog Haldai Pvt. Ltd., therein collectively referred to as 'the confirming party', Sahyog allotted area admeasuring 4885 sq. ft. carpet area comprising of 7 flats alongwith 7 podium parking bearing no. (1) 302 (2) 304, (3) 501, (4) 702, (5) 801, (6) 1304 and (7) 1010 in free sale building no.4 to be constructed on the said Property and also agreed to allot the balance area admeasuring 6950 sq. ft. carpet area comprising of 10 flats alongwith 10 podium parking to Mr. Mathur Haseer Khan and Mr. Abdul Akbar Vajidal Khan in other sale buildings proposed to be constructed on the said Property on the terms and conditions mentioned therein. We are informed by Sahyog that the aforesaid flats allotted are out of the Khan Area.
- (iv) We have been informed by Sahyog that Plot No.2 is portion of land bearing C.T.S. No. 410C/1. We have not been able to determine the physical identification of Plot No. 2.
- (v) The Property Register Card dated 30 April 2010 pertaining to land bearing C.T.S. No. 410C/1 reflects that (i) area of land bearing C.T.S. No. 410C/1 is 58,361.5 sq. mtrs., (ii) land bearing C.T.S. No. 410C/1 is an Agricultural Land and (iii) name of owner / holder of the said bearing Survey No. 410C/1 is not reflected.
- (vi) Plot no. 2 is required to be converted to non agricultural use.

II. Facts of Plot No. 3 and Plot No. 4

- (i) It appears from Mutation Entry No.53 dated 25 December 1931 that prior to 1931, Mr. Pankaj Mingei Das was owner of land bearing Survey No.205.
- (ii) It appears from Mutation Entry No.117 dated 15 February 1943 that by a Sale Deed dated 1 January 1943, Mr. Abdulla Gosal Ponnawala purchased and acquired land bearing Survey No.205 from Mr. Pankaj Mingei Das on the terms and conditions mentioned therein.
- (iii) It appears from Mutation Entry No.123 dated 11 December 1944 that Abdulla Gosal Ponnawala died intestate on 10 December 1943, leaving behind his mother viz. Mrs. Haribai Khatkar as his legal heir. There is no document to ascertain that Abdulla Gosal Ponnawala died testate or intestate.
- (iv) It appears from Mutation Entry No. 215 dated 4 February 1958 that vide Court Declaration dated 3 December 1957 and subsequent Takua Order dated 26 December 1957, name of Mrs. Janabai Gosal was recorded as owner in respect of land bearing Survey No.205. We have not been provided with copy of Court Declaration dated 3 December 1957 and Takua Order dated 26 December 1957 and as such we are unable to comment as to whether Mrs. Janabai Gosal became owner.
- (v) It appears from Maharashtra Government Gazette dated 3 February 1966 that land bearing Survey No. 20 was required for public purpose (for SHADA or Industrial Housing Scheme) and as such Land Acquisition Officer's was appointed to perform the functions of the Collector for acquiring land bearing Survey No. 20.
- (vi) It appears that by a Gift Deed dated 12 April 1966 made and entered into between Mrs. Janabai Gosal and Mr. Devji Gopal Kark and registered with the Sub-Registrar of Assurances under serial no.512 of 1966, Mrs. Janabai Gosal

and Sahyog agreed to jointly redevelop the said land bearing C.T.S. No. 410/2(p) under SRA Scheme.

- (ii) By a Deed of Confirmation dated 10 September 2006 made and entered into between Skyline, therein referred to as Skyline of the One Part and Sahyog, therein referred to as Sahyog of the Other Part and registered with the Sub-Registrar of Assurances under serial no. 1885 of 2006, the parties thereby confirmed the execution of Agreement of Joint Venture for Development dated 28 December 2007.
- (iii) By a Deed of Confirmation cum Retirement dated 14 October 2006 made and entered into between (A) (i) Mr. Asad Yousaf Malik, (ii) Mr. Mohamed Umar Elashen, (iii) Mr. Sami Ebrahim Lakdawala, (iv) Mr. Mohamed Saeed Ebrahim, (v) Mr. Khalid Mustafa Vaseem, (vi) Mr. Nadeem Abdul Fattah and (vi) Mr. Mohamed Abdul Qay Mohamed Asbil Ali, herein referred to as Retiring Partners, (B) (i) Mr. Mahfuz Haseen Khan, (ii) Mr. Abdul Ahad Waqid Ali Khan, herein referred to as Continuing Partners and (C) (i) Mayraash Land Developers Pvt. Ltd. and (ii) Sahyog Habitat Pvt. Ltd., herein referred to as Incoming Partners, the Retiring Partners retired from Skyline and Incoming Partners became partner of Skyline on the terms and conditions mentioned therein.
- (iv) Sahyog then executed a Memorandum of Understanding 20 October 2008 with (i) Mr. Mahfuz Haseen Khan and (ii) Mr. Abdul Ahad Waqid Ali Khan, whereby Sahyog has agreed to allot constructed area measuring 6100 sq. ft. carpet area to Mr. Mahfuz Haseen Khan and constructed area measuring 8100 sq. ft. carpet area to Mr. Abdul Ahad Waqid Ali Khan in the first sale building to be constructed on the said Property, on the terms and conditions contained therein.
- (v) Sahyog was converted from Partnership into a company under Chapter IX of the Companies Act 1956 and Certificate of incorporation dated 23 December 2009 was issued to Sahyog by the Registrar of Companies.
- (vi) It appears that by a letter dated 5 February 2010, Skyline gave its No Objection Certificate for development of various portions of lands including land bearing C.T.S. No. 1C/3(p) in favour of Sahyog under SRA Scheme to Chief Executive Officer, GDA.
- (vii) It appears that its resolution passed in Special General Body meeting of Gulshan Nagar (SRA) CHS Limited held on 21 April 2010, the society consented for the amalgamation of redevelopment of the society with other societies on the said Property.
- (viii) It appears that by an Affidavit-Cum-Undertaking dated 8 July 2010 registered with the Sub-Registrar of Assurances under Sr. No.BDR-4-6388 of 2010 on 7 July 2010, Skyline, through its partner Mr. Abdul Ahad Waqid Ali Khan, granted its No Objection for development of the said land bearing C.T.S. No. 1C/3 (p) by Sahyog under SRA Scheme. By another Affidavit-Cum-Undertaking dated 9 July 2010 registered with the Sub-Registrar of Assurances under Sr. No.BDR-4-6536 of 2010 on 12 July 2010 Skyline through its partner Mr. Mahfuz Haseen Khan, granted its No Objection for development of various portions of lands including land bearing C.T.S. No. 1C/3 (p) by Sahyog under SRA Scheme.
- (ix) vide a letter dated 4 January 2011, M/s. J. & Ashok Associates, Advocates & Solicitors confirmed that Sahyog is obliged: (i) make payment of Rs.7,00,00,000/- (Rupees Seven Crores Only) and (ii) allot constructed area measuring 12,200 sq. ft. carpet area in the first sale building to Mr. Mahfuz Haseen Khan and Mr. Abdul Ahad Waqid Ali Khan ("Khan Area").

- ii) It appears that by an Order dated 20 January 2006 passed by the Collector, Mumbai Suburban District read with Order dated 23 March 2006 passed by City Survey Officer, Colaba, land bearing C.T.S. No. 410C was further sub-divided as follows:-

Original C.T.S. No.	Total Area for Original C.T.S. No. in sq. mtrs.	New sub-divided C.T.S. No.	Area in sq. mtrs. for new C.T.S. No.
410C	70762.2	410C11	66,686.5
		410C12	1,156.2
		410C13	308.3
		410C14	552.7
		410C15	2153.5

d. Joint Venture between Satyog and M/s Skyline Builders:

- (a) We have been informed that land bearing C.T.S. No. 410C(p) was occupied upon by various slum dwellers. The slum dwellers have formed and registered various societies, details whereof are mentioned in para 2 (c) above. We have been informed by Satyog that Gulshan Nagar (SRA) CHS Ltd. is located on Plot No. 3. We are unable to verify the statement of Satyog, however for this opinion, we have assumed that Gulshan Nagar (SRA) CHS Ltd. is located on Plot No. 2.
- (b) It appears that members of Gulshan Nagar (SRA) CHS Ltd. have executed Promissory Note and Consent dated 9 August, 2005 in favour of M/s. Skyline Builders (hereinafter referred to as "Skyline") for developing inter-alia land bearing C.T.S. No. 410C(p) under SRA Scheme.
- (c) By a Development Agreement dated 3 January 2006, Gulshan Nagar (SRA) CHS Ltd. granted development rights, inter-alia, in respect of land bearing C.T.S. No. 410C(p) in favour of Skyline on the terms and conditions mentioned therein.
- (d) Gulshan Nagar (SRA) CHS Ltd. also executed a Power of Attorney dated 3 January 2006 in favour of Skyline, so as to enable them to do various acts matters and things in respect of land bearing C.T.S. No. 410C(p).
- (e) By a resolution passed in General Body Meeting held on 20 December, 2007, Gulshan Nagar (SRA) CHS Ltd. granted its no objection to execute Joint Venture Agreement between Skyline and Satyog for development of land bearing C.T.S. No. 410C(p) under SRA Scheme.
- (f) By an Agreement of Joint Venture for Development dated 28 December 2007 made and entered into between Skyline, therein referred to as Skyline of the One Part and Satyog, therein referred to as Satyog of the Other Part, Skyline

- (ii) It further appears that vide (i) Notification bearing No. LAQ/MS287 dated 19 January 1966 issued by the Commissioner, Mumbai Division, published in Govt of Maharashtra Gazette, Part-I dated 3 February 1966 at page 217 read with (ii) Notification bearing no. Circular LAQ/CT581 dated 11 June 1966 read with (iii) Notification bearing No. LAQ/MS888 dated 20 June 1966 issued by the Commissioner, Mumbai Division, published in the Government of Maharashtra Gazette, Part-I dated 4 July 1966 at page 1221, the land was acquired and the name of MHADA was recorded in the revenue records as owner of land bearing Survey No. 41(p).
- (iii) It appears that vide Possession Receipt issued by the Special Land Acquisition Officer No. 5, Bombay Suburban District in Case No. LAQ/MS/Chowara dated 1 February 1979, possession of land bearing Survey No. 41 (pt) admeasuring 177 Acres 17 Guntas 8 Ares was taken over for and on behalf of MHADA and Byramjee Jeppiajee Pvt. Ltd. transferred the possession of land bearing Survey No. 41 (pt) to Special Land Acquisition Officer No-5.
- (iv) It appears from Mutation Entry No. 545 dated 22 June 1994 that on or about 17 September 1990, land admeasuring 300 sq. mtrs. out of the said Survey No. 41(p) was allotted to Senior Police Inspector, Chowara for Chowara Police Station, Mumbai. It further appears from the said Mutation Entry No. 595 that by a letter bearing No. L&P/MS/2079 of 1994 dated 10 May 1994, the Executive Engineer, MHADA gave his no objection for transfer of land admeasuring 400 sq. mtrs. out of the said Survey No. 41(p) to Senior Police Inspector Chowara. We are unable to comment as to whether this land allotted to Senior Police Inspector, Chowara forms part of Plot No. 2.
- (v) On perusal of R.P. it appears that Survey No. 41 (pt) was sub-divided. In process of sub-division one of such parts was allotted land bearing C.T.S. No. 410.
- (vi) It appears that vide Notification dated 14 October 1977, published in Maharashtra Government Gazette on 27 October 1977, the land bearing C.T.S. No. 410 is declared as "Slum" under Section 4 of the SRA Act.
- (vii) It appears that vide Order dated 13 June 2003 passed by the Collector of Land, Mumbai read with order dated 23 October 2003 passed by the C.T.S. Officer, said bearing C.T.S. No. 410 was further sub-divided as follows:-

Original C.T.S. Nos.	Total Area for Original C.T.S. Nos. in sq. mtrs.	Natural sub-division & O.P. Road	New sub-divided C.T.S. No.	Area in sq. mtrs. for new C.T.S. Nos.
410	48804.3	A	410A	16078.9
		B	410B	17713.2
		C	410C	70052.2

- (i) It appears that by resolution passed in Special General Body meeting of Gulshan Nagar (SRA) Co-operative Society (Proposed) held on 21 April 2010, the society consented to the amalgamation of redevelopment of the society with other societies on the said Property.
- (ii) It appears that by an Affidavit-Cum-Undertaking dated 8 July 2010 registered with the Sub-Registrar of Assurances under Sr. No.SDR-4-6385 of 2010 on 7 July 2010, Saylone, through its partner Mr. Abdul Ahsad Waqar Ali Khan, granted its No Objection for development of entire site land bearing C.T.S. No. 1013 (pt) by Saylone under SRA Scheme. By another Affidavit-Cum-Undertaking dated 9 July 2010 registered with the Sub-Registrar of Assurances under Sr. No.SDR-4-6386 of 2010 on 12 July 2010 Saylone Builders through its partner Mr. Mansur Hasan Khan, granted its No Objection for development of various portions of lands including land bearing C.T.S. No. 1013 (pt) by Saylone under SRA Scheme.
- (iii) Vide a letter dated 4 January 2011, Minto & Agha Associates, Architects & Engineers confirmed that Saylone is obliged: (i) make payment of Rs.7,00,00,000/- (Rupees Seven Crores Only) and (ii) start construction area measuring 12,200 sq. ft. carpet area in the first sale building to Mr. Mansur Hasan Khan and Mr. Abdul Ahsad Waqar Ali Khan ("Khan Area").
- (iv) By a Supplementary Memorandum of Understanding dated 27 July 2011 made and entered into between Saylone, therein referred to as "the party of the first part", Mr. Mansur Hasan Khan and Mr. Abdul Ahsad Waqar Khan, therein collectively referred to as "the party of the second part" and Mayuresh Land Developers Pvt. Ltd. and Saylone Habitat Pvt. Ltd. therein collectively referred to as "the confirming party", Saylone allotted area measuring 4880 sq. ft. carpet area comprising of 7 flats alongwith 7 podium parking bearing no. (1) 302 (2) 304, (3) 301, (4) 302, (5) 301, (6) 1304 and (7) 1002 in first sale building no.4 to be constructed on the said Property and also agreed to allot the balance area measuring 6920 sq. ft. carpet area comprising of 10 flats alongwith 12 podium parking to Mr. Mansur Hasan Khan and Mr. Abdul Ahsad Waqar Khan in other sale buildings proposed to be constructed on the said Property on the terms and conditions mentioned therein. The allotted flats allotted are out of the Khan Area.
- (v) We have been informed by Saylone that land bearing C.T.S. No. 1013 (pt) is declared as "Slum" but there is no notification published in the Official Gazette as is required under section "F" of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act 1971 (hereinafter referred to as "SRA Act").
- (vi) The RTI extract dated 6 May, 2006 in respect of land bearing Survey No. 41 (pt) shows MHADA as owner of land bearing Survey No. 41 (pt).
- (vii) The Plot No.1 is required to be converted to non-agricultural use. We have not been able to determine the physical identification of Plot No.1 out of land bearing CTS No. 1013. Saylone has also informed us that Plot No. 1 belongs to MHADA. For the purpose of this report, we have assumed that MHADA is the owner of Plot No.1 and the information given to us by Saylone is true and correct.

2. Facts of Plot No. 2:

A. History of Plot No. 2 based on Revenue Records:

- (a) It appears from Mutation Entry No. 332 dated 7 July 1988 that prior to 1988, Bhatnagar Jeppiajee Pvt. Ltd. was owner of land bearing Survey No.41 (pt) measuring about 177 Acres 701 Guntas.

- (b) It appears that members of Gulshan Nagar (GRA) CHS Ltd. have executed Promissory Note and Consent dated 9 August 2008 in favour of Mrs. Skyline Builders (hereinafter referred to as "Skyline") for developing internal land bearing C.T.S. No. 103(p) under the Slum Rehabilitation Scheme ("SRA Scheme").
- (c) By a Development Agreement dated 3 January 2009, Gulshan Nagar (GRA) CHS Ltd. granted development rights, internal, in respect of land bearing C.T.S. No. 103(p) in favour of Skyline on the terms and conditions mentioned therein.
- (d) Gulshan Nagar (GRA) CHS Ltd. executed a Power of Attorney dated 3 January 2009 in favour of Skyline, so as to enable them to do various acts matters and things in respect of land bearing C.T.S. No. 103(p).
- (e) By a resolution passed in General Body Meeting held on 20 December, 2007, Gulshan Nagar (GRA) CHS Ltd. granted its no objection to execute Joint Venture Agreement between Skyline and Sahyog for development of land bearing C.T.S. No. 103(p) under SRA Scheme.
- (f) By an Agreement of Joint Venture for Development dated 28 December 2007 made and entered into between Skyline, therein referred to as Skyline of the One Part and Sahyog, therein referred to as Sahyog of the Other Part, Skyline and Sahyog agreed to jointly develop internal land bearing C.T.S. No. 103(p) under SRA Scheme.
- (g) By a Deed of Confirmation dated 10 September 2008 made and entered into between Skyline, therein referred to as Skyline of the One Part and Sahyog, therein referred to as Sahyog of the Other Part and registered with the Sub-Registrar of Assurances under serial no. 1088 of 2008, the parties thereto confirmed the execution of Agreement of Joint Venture for Development dated 28 December 2007.
- (h) By a Deed of Confirmation cum Relinquement dated 14 October 2008 made and entered into between (A) (i) Mr. Anant Tulsi Mahave, (ii) Mr. Mohamed Omar Ebrahim, (iii) Mr. Sami Ebrahim Lakdawala, (iv) Mr. Mohamed Saif Ebrahim, (v) Mr. Khalid Mustafa Vawakele, (vi) Mr. Nazam Abdul Jaber and (vi) Mr. Mohamed Abdul Qawi Mohamed Abdul Aziz, therein referred to as Sahyog Partners, (B) (i) Mr. Mahfuz Haseen Khan, (ii) Mr. Abdul Ahsan Waheed Ali Khan, therein referred to as Sahyog Partners and (C) (i) Majumdar Land Developers Pvt. Ltd. and (ii) Sahyog Habitat Pvt. Ltd., therein referred to as Incoming Partners, the Sahyog Partners relined from Skyline and Incoming Partners became partners of Skyline on the terms and conditions mentioned therein.
- (i) Sahyog then executed a Memorandum of Understanding 20 October 2008 with (i) Mr. Mahfuz Haseen Khan and (ii) Mr. Abdul Ahsan Waheed Ali Khan, whereby Sahyog has agreed to plot constructed area measuring 6100 sq. ft. carpet area to Mr. Mahfuz Haseen Khan and constructed area measuring 5100 sq. ft. carpet area to Mr. Abdul Ahsan Waheed Ali Khan at the first sale building to be constructed on the said Property, on the terms and conditions contained therein.
- (j) Sahyog was converted from a partnership into a company under Chapter IX of the Companies Act 1956 and Certificate of Incorporation dated 23 December 2008 was issued to Sahyog by the Registrar of Companies.
- (k) It appears that by a letter dated 8 February 2010, Skyline gave its No Objection Certificate for development of various portions of lands including land bearing C.T.S. No. 103(p) in favour of Sahyog under SRA Scheme to Chief Executive Officer, Slum Rehabilitation Authority.

- (v) It appears that title Possession Receipt issued by Special Land Acquisition Officer No. 3, Barabai Suburban District in Case No. LAQ/25/Oshwana dated 1 February 1979, possession of land bearing Survey No.41 (p) measuring 177 Acres 17 Gathas 5 Ares was taken over for and on behalf of Metropolitan Housing Board ("MHAB") and Bynompe Josephoy Pvt. Ltd. transferred and handed over possession of land bearing Survey No.41 (p) measuring 177 Acres 17 Gathas 5 Ares to Special Land Acquisition Officer No.3.
- (vi) It appears from Mutation Entry No. 525 dated 23 June 1994 that on or about 17 September 1993, land measuring 900 sq. mtrs. out of the said Survey No.41(p) was allotted to Senior Police Inspector, Oshwana for Oshwana Police Station, Murtul. It further appears from the said Mutation Entry No.505 that by a letter bearing No. LSP/Police/2079 of 1994 dated 10 May 1994, the Executive Engineer, MHADA gave his no objection for transfer of land measuring 900 sq. mtrs. out of the said Survey No. 41(p) to Senior Police Inspector Oshwana. We are unable comment as to whether the land allotted to Senior Police Inspector, Oshwana forms part of Plot No. 1.
- (vii) On perusal of RUP it appears that Survey No. 41 (p) was sub-divided in process of sub-division, one of the land parcels was allotted land bearing C.T.S. No. 1. Based on the below mentioned order dated 12 June 2003 and 23 October, 2003, it seems that land bearing C.T.S. No. 1 was further sub-divided. We have not been provided with any documents or information as to how and when C.T.S. No. 1 was sub-divided and one of such parts was allotted C.T.S. No. 1C.
- (viii) It appears that vide order dated 12 June 2003, passed by the Collector of Land, Murtul road with Order dated 23 October 2003 passed by the City Survey Officer, land bearing C.T.S. No. 1C was further sub-divided as follows:-

Original C.T.S. Nos.	Total Area for Original C.T.S. Nos. in sq. mtrs.	Natural sub-division & D.F. Road	New sub-divided C.T.S. No.	Area in sq. mtrs. for new C.T.S. Nos.
1	95446.5	A	101	30403.9
		B	102	9949.5
		C	100	23095.1

B. Joint Venture between Sahyog and M/s Skyline Builders:

- (i) We have been informed that land bearing C.T.S. No. 1C(1p) was constructed upon by various slum dwellers. The slum dwellers have formed and registered various societies, details whereof are mentioned in para 2 (C) below. We have been informed by Sahyog, that Gulshan Nagar (SPDC) CHS Ltd. is located on Plot No.1. We are unable to verify this statement of Sahyog. However, for this opinion, we have assumed that Gulshan Nagar (SPDC) CHS Ltd. is located on Plot No. 1.

- (ii) First Appeal No.1884 of 2011 filed by Omesh Kumbha against (i) Mr. Jafar Qureshi, the partner of J.K. Construction, (ii) Mr. Yogesh Jadhav, partner of Sahyog and (iii) Slum Rehabilitation Authority before the Hon'ble High Court of Bombay;
- (iii) First Appeal No.1885 of 2011 filed by Rajesh Vaidwanama against (i) Mr. Jafar Qureshi, the partner of J.K. Construction, (ii) Mr. Yogesh Jadhav, partner of Sahyog and (iii) Slum Rehabilitation Authority before the Hon'ble High Court of Bombay;
- (iv) First Appeal No.1887 of 2011 filed by Mr. Rajendra Ramku Pawar against (i) Mr. Jafar Qureshi, the partner of J.K. Construction, (ii) Mr. Yogesh Jadhav, partner of Sahyog and (iii) Slum Rehabilitation Authority before the Hon'ble High Court of Bombay;
- (v) First Appeal No.1704 of 2011 filed by Ramesh Vaidwanama against (i) Mr. Jafar Qureshi, the partner of J.K. Construction, (ii) Mr. Yogesh Jadhav, partner of Sahyog and (iii) Slum Rehabilitation Authority before the Hon'ble High Court of Bombay;
- (vi) First Appeal No.1707 of 2011 filed by Vasant Laxman Chavan against (i) Mr. Jafar Qureshi, the partner of J.K. Construction, (ii) Mr. Yogesh Jadhav, partner of Sahyog and (iii) Slum Rehabilitation Authority before the Hon'ble High Court of Bombay;
- (vii) Writ Petition No.241 of 2010 filed by Vithayachal Tiwari & Ors. against Slum Rehabilitation Authority & Ors. before the Hon'ble High Court of Bombay;
- (viii) S. C. Suit No.2002 of 2010 filed by Mr. Bhagwan Prasad Ramashanker Mishra against M/s. J.K. Construction before the Bombay City Civil Court at Bombay;
- (ix) Suit No.2138 of 2010 filed by Farina (with Karan Gadaniya Shetty and others against Nigel Arden Shetty and others before the Hon'ble High Court of Bombay;
- (x) L.C. Suit No.1212 of 2011 filed by Mr. Shrihar Soma Kadam against Sahyog and others before the Bombay City Civil Court at Bombay;

2. BRIEF HISTORY

Based on the attached documents and the information furnished to us, we observe as follows:-

I. Facts of Plot No. 1

A. History of Plot No. 1 Based on Revenue Records:

- (i) It appears from Mutation Entry No. 522 dated 7 July, 1981 that prior to 1986, Sympson Jagdeepi Pvt. Ltd. was owner of land bearing Survey No.41 (ii) measuring about 1.77 Acres 781 Guntas.
- (ii) It appears that vide Notification bearing No. LAQ/875817 dated 18 January 1988 issued by the Commissioner, Mumbai Division, published in Govt. of Maharashtra Gazette, Part-I dated 3 February 1988 at page 217 read with Notification bearing no. Eratum LAQ/875817 dated 11 June 1988 read with Notification bearing No. LAQ/875855 dated 20 June 1988 issued by the Commissioner, Mumbai Division, published in the Government Gazette, Part-I dated 4 July 1988 at page 1221, the land was acquired and the name of MHADA was recorded in the revenue records of land bearing Survey No. 41(ii).

I. Documents relating to Mughand (SRA) Co-operative Housing Society Limited having registration no. MUMSRAHDGTC/1178/2010

- (a) Undeveloped Consent / Agreement executed by the members of the society in favour of Sahyog.
- (b) Development Agreement dated 10 January 2007 executed between the society and Sahyog.
- (c) Power of Attorney dated 27 March 2008 executed by the society in favour of Sahyog.
- (d) Annexure-II dated 5 August 2000 issued by SRA.
- (e) Registration Certificate dated 3 May 2010 of Mughand (SRA) Co-operative Housing Society Limited issued by Asst. Registrar, SRA.

J. Documents relating to Sarawati (Jogeshwar) (SRA) Co-operative Housing Society Limited having registration no. MUMSRAHDGTC/11618/2009

- (a) Resolution passed at Special General Body meeting of the Society held on 30 December 2007.
- (b) Undeveloped Consent/Patra executed by the members of the society in favour of M/s. J.K. Constructions.
- (c) Annexure-II dated 5 March 2008 issued by SRA.
- (d) Development Agreement dated 12 May 2008 executed between the society and Joint Venture of Sahyog and J.K. Constructions.
- (e) Power of Attorney dated 12 May 2008 executed by the society in favour of Joint Venture of Sahyog and J.K. Constructions.
- (f) Registration Certificate dated 17 July 2008 of Sarawati (Jogeshwar) (SRA) Co-operative Housing Society Limited issued by Asst. Registrar, SRA.

KI. Permissions in respect of the said Property

- (a) Letter of Intent bearing No.SRA/ENG/12/SRWAMH/LI/ETCLUP, S.O. dated 15 April 2010 issued by SRA to Sahyog.
- (b) Letter bearing no.TOPP-2/2009/MCOA-53/15/2012 dated 5 January 2012 issued by Mumbai Metropolitan Region Development Authority.

KII. Certain Papers and proceedings in the following matters

- (a) S.D. Suit No.2502 of 2010 filed by Mr. Bhagwan Prasad Ramachandkar Mishra against M/s. J.K. Construction before the Bombay City-Civil Court at Bombay, Southern Division Underclass Courtroom.
- (b) First Appeal No.1700 of 2011 filed by Ramtazi Vahanvanshi against (i) Mr. Jaffer Currim, the partner of J.K. Construction, (ii) Mr. Yogesh Jadhav, partner of Sahyog and (iii) Slum Rehabilitation Authority before the Bombay High Court of Bombay.

- (e) Registration Certificate dated 13 December 2007 of Gauri Nagar (Jogeshwar) SRA Co-Operative Housing Society Limited issued by Asst. Registrar, SRA.

F. Documents relating to Kulkar Nagar (Jogeshwar) SRA Co-operative Housing Society Limited having registration no. MUMSRA/HSG/TC/11426/2007

- (a) Resolution passed in General Body meeting of the Society held on 12 August 2005.
- (b) Continued Consent / Agreement obtained on 26 October 2005 executed by the members of the society in favour of Sahyog.
- (c) Development Agreement obtained on 21 July 2007 executed between society and Sahyog.
- (d) Power of Attorney obtained on 21 July 2007 executed by the society in favour of Sahyog.
- (e) Registration Certificate dated 13 December 2007 of Kulkar Nagar (Jogeshwar) SRA Co-Operative Housing Society Limited issued by Asst. Registrar, SRA.

G. Documents relating to Al-Falah (SRA) Co-operative Housing Society Limited having registration no. MUMSRA/HSG/TC/11581/2005

- (a) Resolution passed in General Body meeting of the Society held on 23 June 2006.
- (b) Continued Consent / Agreement obtained on 20 July 2006 executed by the members of the society in favour of Sahyog.
- (c) Development Agreement dated 20 July 2006 executed between the society and Sahyog.
- (d) Power of Attorney issued 20 July 2006 executed by the society in favour of Sahyog.
- (e) Registration Certificate dated 20 March 2006 of Al-Falah (SRA) Co-operative Housing Society Limited issued by Asst. Registrar, SRA.

H. Documents relating to Vilas (SRA) Co-operative Housing Society Limited having registration no. MUMSRA/HSG/TC/11683/2005

- (a) Resolution passed in General Body meeting of the Society held on 23 March 2006.
- (b) Continued Consent / Agreement obtained on 16 July 2005 executed by the members of the society in favour of Sahyog.
- (c) Development Agreement dated 27 March 2006 executed between society and Sahyog.
- (d) Power of Attorney dated 27 March 2006 executed by the society in favour of Sahyog.
- (e) Annexure-B dated 31 January 2007 issued by SRA.
- (f) Registration Certificate dated 20 March 2006 of Vilas (SRA) Co-operative Housing Society Limited issued by Asst. Registrar, SRA.

C. Documents relating to Rajguruntha Sahakar (Jaggeshwari) SRA Co-Operative Housing Society Limited having registration no. MUMSRA/HSG/TC/11421/2007

- (a) Resolution passed in General Body meeting of the Society held on 8 August 2005.
- (b) Combined Consent and Agreement obtained on 26 October 2005 executed by the members of the society in favour of Sahyog.
- (c) Annexure-II dated 3 January 2006 issued by MHADA.
- (d) Annexure-II dated 3 March 2006 issued by SRA.
- (e) Separate Annexure-3 dated 3 May 2006 issued by SRA.
- (f) Revised Ann-I dated 11 June 2007 issued by SRA.
- (g) Development Agreement dated 21 July 2007 executed between society and Sahyog.
- (h) Power of Attorney dated 21 July 2007 executed by the society in favour of Sahyog.
- (i) Registration Certificate dated 12 December 2007 of Rajguruntha Sahakar (Jaggeshwari) SRA Co-Operative Housing Society Limited issued by Asst. Registrar, SRA.

C. Documents relating to Aman (Jaggeshwari) SRA Co-operative Housing Society Limited having registration no. MUMSRA/HSG/TC/11423/2007

- (a) Resolution passed in General Body meeting of the Society held on 4 August 2005.
- (b) Combined Consent / Agreement obtained on 26 October 2005 executed by the members of the society in favour of Sahyog.
- (c) Development Agreement obtained on 21 July 2007 executed between society and Sahyog.
- (d) Power of Attorney obtained on 21 July 2007 executed by society in favour of Sahyog.
- (e) Registration Certificate issued 12 December 2007 of Aman (Jaggeshwari) SRA Co-Operative Housing Society Limited issued by Asst. Registrar, SRA.

E. Documents relating to Gaudhi Nagar (Jaggeshwari) SRA Co-operative Housing Society Limited having registration no. MUMSRA/HSG/TC/11424/2007

- (a) Resolution passed in General Body meeting of the Society held on 3 August 2005.
- (b) Combined Consent / Agreement obtained on 26 October 2005 executed by the members of the society in favour of Sahyog.
- (c) Development Agreement obtained on 21 July 2007 executed between the society and Sahyog.
- (d) Power of Attorney obtained on 21 July 2007 executed by the society in favour of Sahyog.

- (d) Letter dated 27 September 1999 of the Special Asst., Housing, Maharashtra addressed to MHADA.
- (e) Deed of Conveyance dated 18 February 2008 executed between Mrs. Vinod Gonsalves and others of the One Part and Sahyog of the Other Part, registered with the Sub-Registrar of Assurances at Bandra under serial no. BDR-1/1800 of 2008.
- (f) Property Register card dated 30 April 2010.

B. Common Documents of the said Property:

- A.
 - (i) Deed of Mortgage for Term Loan dated 28 September 2008 executed between Sahyog and Am. of the One Part and State Bank of India of the Other Part registered with the Sub-Registrar of Assurances under St. No. BDR-4/1867 of 2008 on 29 September 2008.
 - (ii) Deed of Re-conveyance dated 28 January 2011 executed between State Bank of India and Sahyog and Am. registered with the Sub-Registrar of Assurances under serial no. 645 of 2011.
 - (iii) Debenture Subscription Agreement dated 19 January 2011 executed between Sahyog of the First Part, India Infra Investment Services Ltd. of the Second Part and IDB Trusteehip Services Ltd. of the Third Part.
 - (iv) Debenture Trust Deed dated 28 January 2011 executed between Sahyog and IDB Trusteehip Services Limited registered with the Sub-Registrar of Assurances under serial no. 950 of 2011.
 - (v) The Firm Data Panel.
 - (vi) Certificate of Registration issued by Registrar of Firms under the Indian Partnership Act, 1932 dated 3 January 2004 in the name of Sahyog bearing Registration No. SA 27162.
 - (vii) Memorandum and Articles of Association of Sahyog together with Certificate of Incorporation dated 23 December 2008 and Certificate of Commencement of Business dated 28 January 2010.

B. Documents relating to Rajwade's Naywan (Jogdhwar) (SRA) CHS Limited having registration no. MUMSRAHQ/CT/11429/2007

- (a) Resolution passed in General Body meeting of the Society held on 8 August 2007.
- (b) Combined Consent and Agreement obtained on 26 October 2008 executed by the members of the society in favour of Sahyog.
- (c) Development Agreement entered on 5 September 2007 executed between the society and Sahyog.
- (d) Power of Attorney received on 5 September 2007 executed by the society in favour of Sahyog.
- (e) Registration Certificate dated 13 December 2007 of Rajwade's Naywan (Jogdhwar) (SRA) Co-Operative Housing Society Limited issued by Asst. Registrar, SRA.

- (g) Maharashtra Government Gazette dated 2 February 1988, Part-I, page 314,
- (h) Mutation Entry No. 525 dated 8 June 1977,
- (i) Letter dated 27 September 1980 of the Special Asst., Housing, Maharashtra addressed to MHQDA,
- (j) Mutation Entry No. 831 dated 3 June 2005,
- (k) Maharashtra Government Gazette dated 18 December 2005, page no.27,
- (l) Deed of Conveyance dated 26 July 2006 executed between Parus Vegetarian & Temperance Society, therein referred to as the Vendor of the One Part and M/s. J.K. Constructions, therein referred to as the Purchasers of the Other Part registered with the Sub-Registrar of Assurances under serial no. RDD/157032 of 2006,
- (m) Deed of Conveyance dated 18 September 2006 executed between Mr. Claude H. W. Miranda and others, therein referred to as the First Vendor of the First Part, Sarawati Laxmishankar Patilak, therein referred to as Second vendor of Second Part and J. K. Construction, therein referred to as the Purchaser of the Other Part registered with the Sub Registrar of Assurances under serial no. TD44 of 2006,
- (n) Mutation Entry No. 685 dated 2 April 2007,
- (o) Joint Venture Agreement dated 7 June 2007 executed between J. K. Constructions and Sahyog registered with the Sub-Registrar of Assurances under serial no. 4240 of 2007,
- (p) Deed of Conveyance date 23 October 2008 executed between Parus Vegetarian Society, therein referred to as the Vendor of the One Part and Sahyog, therein referred to as the Purchaser of the Other Part registered with the Sub Registrar of Assurances under serial no. 8825 of 2008,
- (q) Power of Attorney dated 23 October 2008 executed by Parus Vegetarian Society in favour of Mr. Yogesh B. Jadhav of Sahyog registered with the Sub-Registrar of Assurances under serial no. RDD/4/8000 of 2008,
- (r) Letter dated 8 February 2010 addressed by M/s. J. K. Constructions to Chief Executive Officer, Slum Rehabilitation Authority,
- (s) Property Register card dated 30 April 2010.

X. Part No.18:

- (a) Mutation Entry No.03 dated 26 December 1931,
- (b) Mutation Entry No.05 dated 10 January 1938,
- (c) Mutation Entry No.167 dated 12 April 1954,
- (d) Mutation Entry No. 174 dated 20 August 1955,
- (e) Mutation Entry No.291 dated 21 June 1962,
- (f) Maharashtra Government Gazette dated 2 February 1966, Part-I, page 314,
- (g) Mutation Entry No.399 dated 22 November 1967,
- (h) Mutation Entry No. 424 dated 21 July 1969,
- (i) Maharashtra Government Gazette dated 27 October 1977, Part-I, page No.2038,
- (j) Mutation Entry No.544 dated 13 June 1982,

- (i) Order bearing No.ADC/NDG-1828 dated 21 December 1971 passed by the Additional Collector, Andheri.
- (ii) Maharashtra Government Gazette dated 27 October 1977, Part-I, page No.2100.
- (iii) Possession Receipt bearing Case No. LA325/Andheri dated 1 February 1979.
- (iv) Incomplete Mutation Entry No. 152 dated 1 July 1981.
- (v) Property Register card dated 30 April 2010.

vi. Plot No.11, Plot No.12, Plot No.13 and Plot No.14

- (a) Mutation Entry No. 63 dated 29 December 1921.
- (b) Mutation Entry No. 87 dated 29 March 1928 in respect of land bearing Survey Nos.244, 306 and 240.
- (c) Mutation Entry No. 172 dated 29 March 1928 in respect of land bearing Survey Nos.306, 306 and 191.
- (d) Maharashtra Government Gazette dated 5 February 1966, Part-I, pages 214 and 216.
- (e) Mutation Entry No.505 dated 8 June 1977.
- (f) Maharashtra Government Gazette dated 27 October 1977, Part-I, page Nos.2029 and 2030.
- (g) Letter dated 27 September 1988 of the Special Asst., Housing, Maharashtra addressed to MHADA.
- (h) Mutation Entry No. 631 dated 1 June 2003.
- (i) Development Agreement dated 2 April 2007 executed between Mr. Claude H. W. Miranda and others, herein referred to as the Owner of the First Part, Mr. Ramchandra Trathuji Chaturvedi, herein referred to as the Confining Party of the Second Part and Sahyog, herein referred to as the Developer of the Third Part, registered with the Sub Registrar of Assurances under serial no. 2384 of 2007.
- (j) General Power of Attorney dated 2 April 2007 executed by Mr. Claude H. W. Miranda and others in favour of Sahyog registered with the Sub Registrar of Assurances under serial no. 809-62365 of 2007.
- (k) General Power of Attorney dated 4 September 2008 executed by Mr. Claude H. W. Miranda and others in favour of Sahyog registered with the Sub Registrar of Assurances under serial no. 8065 of 2008.
- (l) Property Register card dated 30 April 2010 in respect of land bearing C.T.S. Nos.406, 377, 379, 380 and 218.

vii. Plot No.18

- (a) Mutation Entry No. 63 dated 29 December 1921.
- (b) Mutation Entry No. 87 dated 29 March 1928.
- (c) Mutation Entry No. 172 dated 29 March 1928.

- (ii) Deed of Conveyance dated 21 May 2004 executed between Nigel Anand D'Souza and others of the One Part and Satyog of the Other Part registered with the Sub-Registrar of Assurances under Sr. No. BCR-60327 of 2004 on 8 June 2004.
- (iii) Declaration-Duty-Indemnity dated 24 May 2004 executed by Nigel Anand D'Souza and others.
- (iv) Instrument of Deed of Confirmation dated 26 June 2004 executed between June D'Souza and others of the One Part and Satyog of the Other Part registered with the Sub-Registrar of Assurances under Sr. No. BCR-60371 of 2004.
- (v) Death Certificate dated 16 August 2004 of Sarely D'Souza issued by MCGM.
- (vi) Mutation Entry No. 648 dated 14 October 2004.
- (vii) Deed of Rectification dated 15 February 2006 executed between Nigel Anand D'Souza of the One Part and Satyog of the Other Part registered with the Sub-Registrar of Assurances under serial no. 4190 of 2006.
- (viii) Maharashtra Government Gazette dated 10 March 2006, Part-I, page 28.
- (ix) Death Certificate dated 11 April 2006 of Olive Mary Miranda issued by MCGM.
- (x) Order dated 29 September 2002 passed by the City Survey Officer.
- (xi) Property Register card dated 30 April 2010 in respect of land bearing C.T.S. No. 287, 387/1 to 387/12, 388, 388/1, 405/2, 406, 407, 376 and 276/1.

VI. Plot No.8

- (i) Mutation Entry No.53 dated 29 December 1931.
- (ii) Mutation Entry No. 517 dated 15 February 1942.
- (iii) Mutation Entry No.122 dated 10 December 1944.
- (iv) Maharashtra Government Gazette dated 3 February 1966, Part-I, page 214.
- (v) Order bearing No. AOC/LMO-4522 dated 14 November 1973 passed by the Additional Collector, Amravati.
- (vi) Maharashtra Government Gazette dated 27 October 1977, Part-I, page No.2129.
- (vii) Letter dated 27 September 1985 of the Special Asst., Housing, Maharashtra addressed to MHADA.
- (viii) Property Register card dated 30 April 2010.

VII. Plot No.10

- (i) Mutation Entry No. 63 dated 29 December 1931.
- (ii) Mutation Entry No. 127 dated 1 April 1942.
- (iii) Mutation Entry No.261 dated 25 March 1982.
- (iv) Mutation Entry No.301 dated 24 October 1954.
- (v) Maharashtra Government Gazette dated 3 February 1966, Part-I, page 314.
- (vi) Order bearing No. AOC/LMO-1688 dated 30 September 1970 passed by the Additional Collector, Mumbai.

- (vi) Gift Deed dated 4 April 1973 executed between Narayana Dnyanesh and others of the One Part and Ismail Umar Patel of Other Part registered with the Sub-Registrar of Assurances under serial no. 1679 of 1973.
- (vii) Order bearing No.388 dated 4 July 1973 passed by the City Survey Officer No.4.
- (viii) Maharashtra Government Gazette dated 27 October 1977, Part-I, page No.2026.
- (ix) Letter dated 27 September 1988 of the Special Asst., Housing, Maharashtra addressed to SHADA.
- (x) Death Certificate dated 28 February 2003 of Mr. Ismail Umar Patel issued by Public Health Department, Municipal Corporation of Greater Mumbai.
- (xi) Deed of Gift executed dated 11 March 2008 executed between Aruna Ismail Patel and others of the One Part and Ismail of the Other Part and registered with the Sub-Registrar of Assurances at Thane under serial no. 2096 of 2008.
- (xii) Order dated 9 June 2008 passed by the City Survey Officer, Andheri.
- (xiii) Property Register card dated 30 April 2010 in respect of land bearing C.E.S. No. 306, 385/1 in 2005.

V. Plot No.5, Plot No.6, Plot No.7 and Plot No.8

- (i) Mutation Entry No. 63 dated 29 December 1951 in respect of land bearing Survey No. 204 and land bearing Survey No. 203.
- (ii) Mutation Entry No. 174 dated 20 August 1955 in respect of land bearing Survey No. 203.
- (iii) Mutation Entry No. 257 dated 3 December 1962.
- (iv) Maharashtra Government Gazette dated 2 February 1966, Part-I, page 314 to 317.
- (v) Mutation Entry No. 348 dated 26 March 1966 in respect of land bearing Survey No. 204, land bearing Survey No. 21, land bearing Survey No. 482.
- (vi) Maharashtra Government Gazette dated 27 October 1977, Part-I, page Nos.2028 and 2030.
- (vii) Letter dated 27 September 1988 of the Special Asst., Housing, Maharashtra addressed to SHADA.
- (viii) Death Certificate dated 20 May 1988 of Mrs. Amy Mary D'Silva issued by MCGM.
- (ix) Death Certificate dated 13 April 1989 of Eva Mary D'Silva issued by MCGM.
- (x) Death Certificate dated 11 January 2000 of Gladys D'Silva issued by MCGM.
- (xi) Death Certificate dated 18 March 2004 of Terence Edward D'Silva issued by MCGM.
- (xii) Death Certificate dated 23 March 2004 of Norman Peter D'Silva issued by MCGM.
- (xiii) Death Certificate dated 15 April 2004 of Michael D'Silva issued by MCGM.
- (xiv) Death Certificate dated 21 April 2004 of Arunan D'Silva issued by MCGM.
- (xv) Death Certificate dated 21 April 2004 of J.B. D'Silva issued by MCGM.

- (f) Deed of Conveyance dated 29 August 2006 executed between Oshwara Land Development Co. Pvt. Ltd. therein referred to as the Vendors of the One Part and Mr. Akbar Ali Jamnath Khan, therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances, Andheri under serial no. 45009 of 2006.
- (g) Deed of Conveyance dated 7 November 2006 made and entered into between Mr. Akbar Ali Jamnath Khan, therein referred to as the Vendor of the First Part, M/s. Classic Enterprises therein referred to as the Confirming Party of the Second Part and Sorata Realty Pvt. Ltd. therein referred to as the Purchaser of the Third Part and registered with the Sub-Registrar of Assurances, Andheri under serial no. 9162 of 2006.
- (h) Deed of Conveyance dated 7 November 2006 executed between Mr. Akbar Ali Jamnath Khan, therein referred to as the Vendor of the One Part and Sorata Realty Pvt. Ltd. therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar of Assurances, Andheri under serial no. 9163 of 2006.
- (i) Deed of Conveyance dated 22 May 2008 executed between Sorata Realty Pvt. Ltd. therein referred to as the Transferee of the One Part and Maharashtra Metropolitan Region Development Authority, therein referred to as the Authority of the Other Part and registered with the Sub-Registrar of Assurances Andheri-I, under serial No. EDR-1-5168 of 2008.
- (j) Property Register Card dated 30 April 2010.

III. Plot No.3

- (a) Notification dated 14 October 1977 of the Deputy Collector (Encl) and Competent Authority published in Maharashtra Government Gazette on 27 October 1977.
- (b) Order dated 29 January 2006 passed by the Collector, Mumbai Suburban District in respect of Plot No.2.
- (c) Order dated 23 March 2006 passed by City Survey Officer, Delhivers in respect of land bearing C.T.S.No. 410C.
- (d) Property Register card dated 30 April 2010.

IV. Plot No.2 and Plot No.4

- (a) Mutation Entry No.53 dated 29 December 1931.
- (b) Mutation Entry No.117 dated 15 February 1943.
- (c) Mutation Entry No.122 dated 10 December 1944.
- (d) Mutation Entry No.270 dated 4 February 1950.
- (e) Maharashtra Government Gazette dated 3 February 1956, Part-I, page 314.
- (f) GR Deed dated 12 April 1996 executed between Jamnath Group and Deena Sukhn Vast registered with the Sub-Registrar of Assurances at Ganda under serial no.812 of 1996.
- (g) Mutation Entry No.381 dated 23 April 1998.

- (vi) Order dated 23 October 2003 passed by the City Survey Officer.
- (v) Notification bearing No. LAG-B-1725 dated 22 April 1989 issued by the Commissioner, Bombay Division.
- (iv) Notification bearing No. LAG-B-3267 dated 19 January 1989 issued by the Commissioner, Bombay Division.
- (iii) Letter dated 27 September 1986 of the Special Asst., Housing, Mumbai addressed to MHADA.
- (ii) Agreement of Joint Venture for Development dated 28 December 2007 executed between M/s. Skyline Builders and Sahyog.
- (i) Deed of Confirmation dated 10 September 2008 executed between M/s. Skyline Builders and Sahyog registered with the Sub-Registrar of Assurances under serial no. 1865 of 2008.
- (viii) Deed of Confirmation cum Retirement dated 14 October 2008 executed between (i) Asad Yusuf Makani, (ii) Mohamed Umair Ebrahim, (iii) Salim Ebrahim Lakdawala, (iv) Monamet Said Ebrahim, (v) Khalid Mustafa Vaidwada, (vi) Nabeem Abdul Sattar and (vii) Mohamed Abdul Qavi Mohamed Abdul Aziz, therein referred to as Retiring Partners of the First Part, (i) Mahir Hasan Khan, (ii) Abdul Ahsan Waqar Ali Khan, therein referred to as Continuing Partners and (i) Mayurash Land Developers Pvt. Ltd. and (ii) Sahyog Habitat Pvt. Ltd., therein referred to as Incoming Partners of the Third Part.
- (vii) Memorandum of Understanding, 20 September 2008 executed between the partners of Skyline namely (i) Mahir Hasan Khan and (ii) Abdul Ahsan Waqar Ali Khan and Sahyog.
- (vi) Letter dated 4 January 2011 of Manoj & Ashish Associates, Advocates & Solicitors.
- (v) Supplementary Memorandum of Understanding dated 27 July 2011 executed between Sahyog Limited, therein referred to as 'the party of the first part' of the First Part, Mr. Mahir Hasan Khan and Mr. Abdul Ahsan Waqar Ali Khan, therein collectively referred to as 'the party of the second part' of the Second Part and M/s. Mayurash Land Developers Pvt. Ltd. and Sahyog Habitat Pvt. Ltd., therein collectively referred to as 'the confirming party' of the Third Part.

II. ~~Part III~~

- (iv) Order dated 17 May 1976 passed by the Additional District Deputy Collector.
- (iii) Order dated 20 July 1976 passed by the Additional District Deputy Collector.
- (ii) Order dated 31 January 2004 passed by the City Survey Officer, Anand.
- (i) Deed of Conveyance dated 3 June 2008 executed between Mr. Akbar Ali Jafarullah Khan, therein referred to as the Vendor of the First Part, M/s. Classic Enterprises, therein referred to as the Confirming Party of the Second Part and M/s. Tamwala Builders and Developers therein referred to as the Purchaser of the Third Part and registered with the Sub-Registrar, Anand under serial no. 4671 of 2008.
- (v) Deed of Conveyance dated 3 June 2008 executed between M/s. Tamwala Builders and Developers, therein referred to as the Vendors of the One Part and Sunata Realty Pvt. Ltd., therein referred to as the Purchasers of the Other Part and registered with the Sub-Registrar of Assurances, Anand under serial no. 4676 of 2008.

To:

SANKALP SODHI DEVELOPERS PVT. LTD.,
 A-2 Raptaxi, Opp. Standard Chartered Bank,
 Linking Road, Santacruz (West),
 Mumbai 400 054

CERTIFICATE RELATING TO TITLE

Re: All that piece and parcel of land bearing (i) C.T.S. No. 1(CS-34) admeasuring 2779 sq. mtrs., corresponding to Survey No.41 (pt) ('Plot No.1'), (ii) C.T.S. No. 410(C-34) admeasuring 5008.4 sq. mtrs. corresponding to Survey no. 41 (pt) ('Plot No.2'), (iii) C.T.S. No.395 admeasuring 237.9 sq. mtrs., corresponding to Survey No.205 ('Plot No.3'), (iv) C.T.S. Nos.396/1 to 396/5 aggregately admeasuring 44.2 sq. mtrs., corresponding to Survey No.205 ('Plot No.4'), (v) C.T.S. No.397 admeasuring 3.5 sq. mtrs., C.T.S. Nos. 397/1 to 397/12 aggregately admeasuring 120 sq. mtrs., C.T.S. No.398 admeasuring 8.6 sq. mtrs., C.T.S. No.399/1 admeasuring 8.5 sq. mtrs. and C.T.S. No.400 (pt) admeasuring 5004 sq. mtrs., corresponding to Survey Nos.204 ('Plot No.5'), (vi) C.T.S. No. 406 admeasuring 411.4 sq. mtrs., corresponding to Survey No.22 ('Plot No.6'), (vii) C.T.S. No. 407 (pt) admeasuring 4032.2 sq. mtrs., corresponding to Survey No. 21 ('Plot No.7'), (viii) C.T.S. No. 376 admeasuring 1339.2 sq. mtrs. and C.T.S. No. 376/1 admeasuring 19.8 sq. mtrs., corresponding to Survey No.490 ('Plot No.8'), (ix) C.T.S. No.376 (pt) admeasuring 443.5 sq. mtrs., corresponding to Survey No.202 ('Plot No.9'), (x) C.T.S. No. 405 (pt) admeasuring 96 sq. mtrs., corresponding to Survey No.202 ('Plot No.10'), (xi) C.T.S. No. 408 (pt) admeasuring 795.17 sq. mtrs., corresponding to Survey No. 208 (pt) ('Plot No.11'), (xii) C.T.S. No. 377 admeasuring 1039.2 sq. mtrs., corresponding to Survey No.482 ('Plot No.12'), (xiii) C.T.S. No.378 admeasuring 1143.7 sq. mtrs., corresponding to Survey No.209 ('Plot No.13'), (xiv) C.T.S. No. 380 admeasuring 520.6 sq. mtrs., corresponding to Survey No.161 ('Plot No.14'), (xv) C.T.S. Nos. 218 admeasuring 2845.2 sq. mtrs., corresponding to Survey Nos.244, 208 and 245 ('Plot No.15'), and (xvi) C.T.S. No. 381 admeasuring 987.7 sq. mtrs., corresponding to Survey Nos.190 and 191 ('Plot No.16') aggregately admeasuring 27370.90 sq. mtrs. or thereabouts lying, being and situate at Village Oshwari, Taluka Andher, Mumbai Suburban District within the Registrar's District and Sub-District of Mumbai City & Mumbai Suburban (the Plot No. 1 to Plot No. 16 are hereinafter collectively referred to as 'the said Property') proposed to be developed by Sahyog Ltd. (formerly Sahyog, a partnership firm) hereinafter referred to as 'Sahyog'.

1. Title Documents:

For the purpose of this certificate, we have reviewed photocopies of the following documents:

1.1. Plot No.1 and Plot No.2:

- (a) Possession Receipt bearing Case No. LR225/Oshwari dated 1 February 1972;
- (b) Mutation Entry No. 632 dated 7 July 1981;
- (c) Mutation Entry 596 dated 25 June 1988;
- (d) Order dated 12 June 2003 passed by the Collector of Land, Mumbai;